OFFICE OF THE PANCHAYAT SAMITI :BALISANKARA

DETAILED TENDER CALL NOTICE (DTCN)

FOR

“Construction of Kalyan Mandap at Balisankara”

ESTIMATED COST: Rs.85,00,000 Lakhs

Tender Notice No.2799/Dt.08.10.2026

Tender/Bid Reference No.02/PSB/2026-27

OCTOBER-2026

OFFICE OF THE PANCHAYAT SAMITI :BALISANKARA

Tender Call Notice No. 2799/ Date: - 08.10.2026

COMPETITIVE BIDDING THROUGH e-Procurement

NOTICE INVITING TENDER

Bid Reference No. 02/PSB/2026-27

1. Total No. of Works for which Tenders Invited: 01No.
2. Place of Execution: Balisankara GP
3. Estimated Cost of Individual Works excluding GST:Rs.**7030834**
4. Eligible Class of Contractors: Registered Contractors of **Class- 'B' as** indicated against work mentioned in the tender call notice.
5. Intending bidders have to participate through "**On-Line**" bidding only. The website for online bidding is https://www.tendersodisha.gov.in.
6. The bid documents will be available in the above website from **10.00 A.M of Dt. 16.10.2026 to 5.00 P.M of Dt. 30/10/26** for online bidding.
7. Bids received will be opened on e-Procurement System at **11.00 A.M onwards on Dt.31/10/26**
8. The bidder must possess valid and compatible **Digital Signature Certificate** (**DSC**).
9. The DTCN for **bid** shall be available in the e-procurement portal https://www.tendersodisha.gov.in for on-line bidding.

Sd/-
Block Development Officer
Balisankara **Block**

Memo No.2800 / Dt. 08.10.26

Copy to the APD- Tech,ZillaParishad,Sundaragada for information and necessary action./

Copy to Superintending Engineer,RWSS,Sundaragada for information and necessary action.

Sd/-
Block Development Officer
Balisankara **Block**

Memo No 2801/ Dt. 08.10.26

Copy submitted to the CDO-Cum-EO,ZillaParishad,Sundaragada for kind information and necessary action.
Copy submitted to The Collector, Sundaragada for kind information and necessary action.

Sd/-
Block Development Officer
Balisankara **Block**

OFFICE OF THE PANCHAYAT SAMITI Balisankara SUNDARGARH:

INVITATION FOR BIDS

Bid Reference No. PSB -2/2026-27

Bid Identification No.02/2026

DTCN SECTION-I

The **Block Development Officer, Balisankara Block, Sundaragada** on behalf of Governor of Odisha,invites online Percentage Rate Bids through e-Procurement in conformity with the terms and conditions of the Detailed Tender Call Notice (DTCN) in Two Bid system (Part-I: General & Technical Bid and Part-II: Price Bid) from eligible bidders satisfying Minimum Eligibility Criteria having experience in similar type of Works and fulfilling minimum eligibility criteria as stated hereunder and other detailed qualifying requirements given in this DTCN to be eventually drawn up in the standard P1 Contract Form of Odisha PWD. The bid should be submitted on-line in the website www.tendersorissa.gov.in by eligible class of contractors. The bidders should have the necessary Portal Enrolment (with his own Digital Signature Certificate). The registered bidders of outside Odisha can also participate in this process, after necessary Portal Enrolment, but shall have to subsequently undergo registration with the appropriate authority of the State Government before signing agreement as per prevalent registration norms of state.

Sl. No.	Name of the Work	Estimated Cost in Rs. Excluding GST	EMD/Bid Security in Rs. (Minim.) *	Cost of Bid Documents including GST in Rs.	Period of Completion	Eligible Class of Contractor #
1	2	3	4	5	6	7
1	Construction of kalyan mandap at Balisankara	7030834.00	70308.00	10000.00	06 Months	B

***The facility for exemption of EMD & ISD, either in full or in part, as per instructions/guidelines of Govt. of Odisha/ OPWD Code/ Govt. of India/ direction of Hon'ble Courts in India (with specified limitation and liberty) can be availed by intending and eligible class/category of bidders [Contractors with Physical Disabilities/Engineer Contractors/ST or SC Contractors/such other Agency(s) conferred with this exemption facility, if any]. However, this facility availed by any bidderfor any of the above-mentionedwork, shall be treated as genuine and admissible/acceptable subject to submission of required documentary evidence/support in hard copy(s) as described in Sl. 4 below and subsequent verification of the same by Balisankara Block,Sundaragada.**

a. Each bidder who intends to participate in this bidding process through e-procurement for any work, should have/possess necessary Portal Enrolment (Digital Signature Certificate-DSC) of required category.

b.Each intending bidder should have been validly registered as a Civil Contractor in the required Class under Govt. of Odisha as mentioned in the above table through any Appropriate Public Authority to suit the respective work.

c. Intending bidder(s) registered elsewhere in India under any other appropriate public authority and eligible to participate in this tender as equivalent class/grade of contractor/agency for any work can also participate.

But any bidder falling in above category (c), when became successful in this bidding process, will have to undergo necessary Registration in required Class as a Contractor under any Appropriate Public Authority of Govt. of Odisha before signing the agreement. However, the successful bidder(s) will have to follow necessary official procedure, fulfil the criteria and co-operate in every genuine official manner at all levels for getting himself/herself/themselves registered in the required Class as Contractor(s) under Govt. of Odisha. All these formalities should be completed and the successful bidder should produce the Original Registration Certificate as a Contractor in the required Class within a month from the date of issue of Conditional Tender Acceptance Letter/Letter of Intent (LOI). Failure to comply this instruction within the stipulated period shall render his /her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by Balisankara Block, Sundaragada.

d. Engineering Organization(s) of Govt. of Odisha/Govt. of India (MES, Railways, etc.)/Union Territory or Engineering Public Sector Undertakings/Enterprises/Company(s) under Govt. of India, duly authorized by the Appropriate Authority(s) to undertake and execute the respective nature of works mentioned above through on-line bidding, can also participate as bidder(s) of equivalent Grade/Class/Category of Contractor(s) for the corresponding work(s).

e. No consortium or joint venture is allowed to participate in this tender.

f. In addition to the above, the eligibility criteria mentioned elsewhere in this DTCN should be referred and understood by each intending bidder and accordingly submit his/her/their bid.

INFORMATION FOR THE INTENDING BIDDERS

1. This DTCN consisting of the bid documents will be available in the Govt. website i.e., https://www.tendersodisha.gov.infrom**10.00 A.M of Dt. 16/10/2026 to 5.00 P.M of Dt. 30/10/2026** for view, download and on-line bidding.

2. As per the corresponding guidelines of Govt. of Odisha, each on-line bid must be accompanied with **legible scanned copies of valid Contractor's Registration Certificate (License), EPF Registration, Up-to-date GSTIN Clearance certificate, PAN CARD, remittance of Earnest Money Deposit (EMD)/Bid Security, and remittance of Cost of Tender Documents (non-refundable) as specified in the above Table Col.4 & 5 should be remitted in shape of demand draf**t drawn in favour of the **Block Development officer, Balisankara Block , Sundaragada** from any nationalized scheduled bank payable at **Sundaragada** towards cost of tender paper includingGST.

3. The EMD should have been remitted through Demand Draft.The cost of tender documents should be in shape of Demand Draft without which the bid shall not be considered for evaluation. Accordingly, the intending bidders are urged to furnish the EMD.

4. Each on-line bid should also be accompanied with scanned copies of **Affidavit Declaration Certificate& No Relationship Certificate** in the prescribed formats as mentioned in the DTCN without which the bid will be liable for rejection.

5. For each work, the intending bidders should submit **Affidavit(s) (with non-Judicial stamp papers only) sworn before Notary Public or 1st Class Executive Magistrate under Govt. of Odisha, as applicable for the corresponding bidders, in the manner/formats attachedto the DTCN**. Intending bidders **eligible to avail exemption of EMD,as mentioned at (*)**above, should submit and enclose affidavit(s) for the respective work(s) in the prescribed manner/format attached to the DTCN. Requisite documents in support of the claimed exemption of EMD (if any), should be submitted through on-line (scanned copy) along with other documents mentioned at Sl.2 & 3above. Without any of this/these document(s), the claim for exemption of EMD and/or ISD, either in full or in part, shall not be accepted and the corresponding bid(s) shall be treated as incomplete/non-responsive due to which the same shall be rejected out rightly. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/inconsistent document(s), the bid(s) shall be rejected out rightly. If found necessary for further verification/reference/record, original(s) of any document(s), such as; license, PAN, **GSTIN**, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.

6. **Minimum Eligibility Criteria:**

   a. **The Firm/Company/Registered Contractors should have successfully completed and commissioned *at least one civil work valuing not less than 30% of the estimated cost of the work put to tender of similar kind of work*, in any one year during the last five years in similar type of work.**

7. Each received bid, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and BDO, Balisankara Block, Sundaragada. Detailed information as contained in the D.T.C.N. shall have to be strictly adhered to while submitting the tender papers.

8. **Engineer Contractor desirous to avail the facility of exemption of E.M.D. is required to submit an affidavit in original to the effect that he has not yet availed the facility for more than two works during the current financial year. The name of work for which and the authority to which the tender is being submitted must be mentioned in the affidavit failing which the tender will be rejected**.

9. This notice is to be read with all the Clauses / addendum to the "Procedure to participate in online bidding".

10. If any of the intending bidders wish to withdraw from participation in the bid, he/she can freely **withdraw** from the participation before scheduled date and time of closure, failing which action as deemed fit as per relevant OPWD codal practice will be taken against him/her.

11. Any corrigendum / Addendum will be displayed in the website **www.tendersodisha.gov.in** only.

12. If the office happens to be closed on the opening day due to subsequent declaration as holiday in Govt. or local authority the tenders will be opened on the immediate next working day at same time and venue respectively.

13. The successful bidder shall have to produce the original documents for verification in support of scanned copies and statements uploaded in the portal within three days from the date of opening of the bid.

14. Conditional tender will be summarily rejected. The Department reserves the right to reject any or all bids without assigning any reason thereof.

15. ***For submission of Bids through the E-Procurement Portal, the bidder shall up-load the scanned copy/copies of documents listed under clause 3.2 in prescribed format wherever warranted in support of eligibility criteria and qualification information. The on line bidder shall have to produce the original documents in support of the scanned copies and statements uploaded in the portal before the specified date as per DTCN.***

16. **The bid shall include following information and documents.**

a. Copy of valid contractor's registration certificate, PAN card, GST registration certificate should accompany the technical bid.

b. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory.

f. In case the contractor proposes to engage machineries and equipments as asked for in the tender document, owned or hired but deployed outside the state, he/she is required to furnish additional 1% EMD/Bid security.

g. The contractor intending to use/lease equipments/machineries are required to furnish proof of ownership from the company/persons providing equipment/lease deed and duration of such contract.

h. The contractor or his identified sub-contractor (Permissible in case of Composite bids only) should possess and furnish required valid license for executing the water supply/sanitary engineering works/electrical installation works/mechanical works/ building electrification works and should have executed similar water supply/sanitary engineering works .

i. Details of work under progress (As per Schedule- B)

j. Details of works executed (As per Schedule-D)

k. Other documents as per DTCN

17. ***The Bidders are subject to be disqualified if they have:***

a. Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or

b. Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or

c. Participated in the previous bidding for the same work and had quoted unreasonable prices and could not furnish rational justification to the Engineer-in-Charge.

d. Indulged in unlawful & corrupt means in obtaining bids.

e. Been black listed/their registrations by the competent authority.

Tender calling Authority can take actions according to OPWD Code.

18. For each work, the intending bidders should submit Affidavit(s**) (with non-Judicial stamp papers only)** sworn before Notary Public or 1st Class Executive Magistrate under Govt. of Odisha, as applicable for the corresponding bidders, in the manner/formats attached to the DTCN. Intending bidders **eligible to avail exemption of EMD,**should submit and enclose affidavit(s) for the respective work(s) in the prescribed manner/form attached to the DTCN. Requisite documents in support of the claimed exemption of EMD (if any), should be submitted through on-line (scanned copy) along with other documents mentioned at Sl.2 & 3above. Without any of this/these document(s), the claim for exemption of EMD and/or ISD, either in full or in part, shall not be accepted and the corresponding bid(s) shall be treated as incomplete/non-responsive due to which the same shall be rejected out rightly. Without the above documents (one or more than one), and in case of faulty/erroneous/misleading/inconsistent document(s), the bid(s) shall be rejected out rightly. If found necessary for further verification/reference/record, original(s) of any document(s), such as; license, PAN, **GSTIN**, etc., should be produced by the respective bidder(s) before the undersigned within such period as intimated/instructed (over telephone/physically/through e-mail/letter), failing which the respective bid(s) shall be treated as incomplete/non-responsive and hence shall be rejected.

19. On-line bids shall be received till **of Dt.30.10.2026**

20. Each received bid, if otherwise not rejected, shall remain valid for a period of **120 days** from the date of opening. Subsequent extension of validity of any bid shall be subject to mutual consent of the respective bidder and Block Dev Officer, Balisankara BlockSundaragada.

21. **Additional Performance Security** (APS) should be submitted by the bidder(s) as per Memorandum No.173/W,03.01.2026 of Works Department, Govt. of Odisha in shape of Demand Draft/Term Deposit Receipt pledged in favour of the BDO, Balisankara Block, Sundaragada. On intimation from the tender inviting authority, the successful bidder shall submit the required amount of APS in shape of NSC/Postal Saving Pass Book/Post office Time Deposit/Kishan Vikash Patra/Deposit Receipt in Scheduled Bank duly pledged in favour of BDO, Balisankara Block,Sundaragada payable at Sundaragada before issuance of Letter of Acceptance.

Justification for abnormally low bids shall be scrutinized by the Committee and recommended to the competent authority of the Administrative Department for the approval of the Additional Performance Security (APS). An abnormally low bid is one in which the Bid price, in combination with other elements of the Bid, appears so low that it raises material concerns as to the capability of the Bidder to perform the contract at the offered price. Procuring Entity may, in such cases, seek written clarifications from the Bidder, including detailed price analyses of its Bid price in relation to scope, schedule, resource mobilization, allocation of risks and responsibilities, and any other requirements of the bid document. If, after evaluating the price analyses, the procuring entity determines that the Bidder has substantially failed to demonstrate its capability to deliver the contract at the offered price, the Procuring Entity may reject the Bid/Proposal.

SC/ST Contractors, calming price preference below estimated cost in BOQ, as per Works Deptt. Resolution No.27748 Dt.11.10.77, should submit APS in the shape/manner mentioned above for the total amount (rounded to nearest hundred rupees) less than the estimated cost (as applicable) including the amount up to which he/she/they is/are entitled/eligible to avail price preference. This APS condition shall be without prejudice to the order/instruction of higher authorities or Govt. or Hon'ble Court(s).

22. Within 30 days after opening of the bids, the EMD(s) of the unsuccessful bidder(s) except the 2nd lowest bidder (L_2) shall be refunded/returned, preferably in the shape and manner submitted by

the respective bidder(s) for each work on written request(s) and with proper acknowledgement(s). The EMD(s) of L_2 bidders can be refunded in the shape & manner to be decided by Balisankara Block,Sundaragada after finalisation of the tender(s) for the respective works.

23.This DTCN from Section-I to IV is a generic document individually and separately applicable for all the works put to tender vide table above. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the work and of the rates and prices quoted in the financial bid which rates and prices shall, except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for proper completion and commissioning of the work. The tender amount to be accepted by Balisankara Block,Sundaragada with or without negotiation, as the case may be, shall remain firm until completion of the work. The tender(s) containing extraneous condition(s) are liable for rejection.

24.Any bidder intending to participate in this tender, but not registered under GST, is also allowed to participate subject to the condition that he/she/they should submit a **Declaration-cum-Undertaking** featuring that he/she/they is/are not yet registered under GST as he/she/they has/have not started any business and he/she/they has/have no liability under GST. Such tenderer, if became successful, then he/she/they will have to produce the GSTIN in the required form within a month from the date of intimation of the **conditional tender acceptance letter**. Failure to comply this instruction within the stipulated period shall render his /her/their tender incomplete and shall be rejected with other punitive action against the said defaulter bidder as deemed fit by Balisankara Block,Sundaragada. Compliant to the Guidelines/Rules associated with GST, all the selected bidder(s) will have to produce, subsequently, such other document(s) and within such time, as decided and instructed by Balisankara Block,Sundaragada.

25.No claim shall be entertained towards any expenses made by any bidder for submission of the tender in case of cancellation/rejection/acceptance/withdrawal of the tender.

26.Tenders received in incomplete shape or found incomplete during evaluation of the bids, are liable for rejection. However, during evaluation, if felt necessary by Balisankara Block,Sundaragada that, further clarification(s) is/are required on any document(s) submitted by any bidder(s), then Balisankara Block,Sundaragada may, at its sole discretion, resort to any procedure(s) deemed fit and by assigning reasonable time(s), as Balisankara Block,Sundaragada may decide just & proper for obtaining the documents and for completion of the procedure(s). Balisankara Block,Sundaragada may also ask for any other document(s) of historical nature during evaluation of his/her/their bid(s). Provided in all such cases, furnishing of any document in no way shall alter the bidder's price bid. The corresponding bidder(s) should respond in not more than 7 days from the date of intimation (through letter/phone/e-mail/physically). Non-submission or delayed submission of the documents required/requested for or submission of non-convincing document(s), may render the bid incomplete/non-responsive and hence shall be rejected by Balisankara Block,Sundaragada. The result(s) of this /these time bound pursuit(s) shall have bearing(s) upon further evaluation/finalisation of the corresponding tender(s) of the bidder(s) or on the tender for the work.

27.For examination, evaluation, and comparison of rates, Balisankara Block,Sundaragada may, at its discretion, ask the lowest eligible/responsive bidder for clarification on his/her/their rate(s) including reduction of rate(s) through negotiation or, breakdown of unit rate(s), if applicable. However, in case single eligible/responsive bidder/remaining responsive bidder, the decision on acceptance/cancellation of the tender shall be taken as per OPWD Code or H&UD Deptt. Guidelines or decision of Balisankara Block,Sundaragada.

28.After acceptance of the tender of the selected/L_1 bidder by Balisankara Block,SundaragadaTender Committee or any other competent authority, the bidder shall be designated as contractor and, he/she/they will be asked through a letter of acceptance (LOA)/Letter of Intent (LOI) to deposit the **Initial Security Deposit (ISD)** (if exemption is not applicable vide ***** of this Section) and draw agreement for the corresponding work. The ISD amount shall be such that the amount furnished towards EMD (if exemption is not applicable vide ***** of this Section) and

ISD put together shall constitute **2% of the accepted tender value**. If the L_1/selected bidder does not deposit the ISD (if exemption is not applicable vide ***** of this Section) and/or does not turn up for agreement after issue of LOA/LOI within the prescribed/allowed time, then he/she/they shall be debarred from participation in bidding at least for three years in Balisankara Block,Sundaragada and action will be taken to blacklist the bidder. In that case, the L_2 bidder, if fulfilling other required criteria, would be called for deposit of ISD (if exemption is not applicable vide ***** of this Section) and drawl of agreement within a reasonably allowed time for execution of the work subject to the condition that the L_2 bidder negotiates his/her/their rate and terms and conditions at par with the rate quoted by the L_1 bidder, otherwise the tender will be cancelled.

29.**The Bidder is required to submit certificate in prescribed forms as per DTCN. (a) Information regarding current litigation, debarring expelling of tender or abandonment of work by me. (Appendix-A)**

30.The intending bidders are also urged to acquaint themselves with the respective site conditions wherein, the corresponding work is to be executed and submit their bidsaccordingly.

31.In case of any inconsistency or contradict among different clauses/conditions/instructions/information furnished in this tender call notice/DTCN, then necessary clarification can be sought for by the bidders before submission of their bids. Similarly, in case of the Agreements to be drawn by Balisankara Block,Sundaragadawith the successful bidders, conditionsof the respective documents constituting the Agreements shall be followed for all practical purposes. Incase of any dispute between the respective successful bidder(s) and Balisankara Block,Sundaragada decisions of Balisankara Block,Sundaragada shall be final & binding without prejudice to the remedies available to both parties under law of the Nation (India).Intending bidders are requested to understand this condition thoroughly and submit their tenders accordingly.

32.Unusual or unilateral interpretation (if any), of any part or whole of the DTCN by any bidder and subsequently by the selected bidder(s), of any information/condition/provision to be laid down in the agreement(s) (to be drawn between the selected bidder(s) and Balisankara Block,Sundaragada), shall be out rightly rejected. Insisting on the interpretation(s) by any bidder and seeking/claiming clarification(s)/correspondence(s) on the same from Balisankara Block,Sundaragada, shall be treated as violation(s) of the terms and conditions of this DTCN/agreement and hence, action as deemed fit by Balisankara Block,Sundaragada, shall be taken against such bidder(s) or contractor(s). Under such circumstance(s), Balisankara Block,Sundaragada shall not only have the liberty of non-response but also, shall resort to any procedure deemed fit for execution/ completion of the work(s). Against these prerogatives of Balisankara Block,Sundaragada, no claim in any manner by any bidder or the contractor shall be entertained/accepted by Balisankara Block,Sundaragada.

33.The **executants who have more than two works in incomplete stage after expire of the completion date**, **without any genuine reasons are not eligible to participate in tender.**

34.The payment for the works after completion of work will be paid to the agency as per the availability of funds and as per the decision of BDO/Chairperson of Balisankara Block,Sundaragada.

35.As per works Department, Office Memorandum No.12934/Dated.23.08.2018, “Registration in the Contractors Data Base Management System (CDMS) available at www.cdmsodisha.gov.in by all Contractors is mandatory”. Without which the bid shall not be considered for evaluation.

36.All the works after completion in all respect if required, should be inspected by third party before releasing of final bill.

37..Before preparation of bill for payment, the agency should submit the Test report of materials, concrete work & other material, i.e., Paver block, fly ash bricks etc. from a govt. testing laboratory at his own cost.

38.As per works department Resolution No.16262dtd.30.10.2018Grant of Concession(s) to Scheduled Caste and Scheduled Tribe contractors.

39.On the Case of Scheduled Cast and scheduled tribe applicants desirous ofenrolling themselves as contractor are require to deposit 50% of the amount specified for various classes of contractors under Rule-7 of appendix-VIII of OPWD Code Volume-II.

40..**The Security Deposit (Earnest Money, initial security and Performance Security) at half the usual rate may be deposited /realized by/ from the Scheduled Caste or Schedule Tribe contractors coming under the categories up to "B" Class only as against the prescribed percentage under Rule-13 of Appendix-Vlll (**PWD Contractors' Registration Rules, 1967) of O.P.W.D. Code, Volume-ll.

This order shall supersede Works Department Resolution No.27748/W dt.11.10.1977.

This has been concurred in by the Finance Department videtheir U.O.R.No.92WF-1 dt .09.10.2018

41.As per works department Office Memorandum No.8943/dtd.18.03.2021 & 5984/Dt.27.04.2021 regarding provision of Bid security/Earnest Money deposit, Office Memorandum No.5992/Dt.27.04.2021 regarding Performance Security.

44.The authority reserves the right to reject any or all the bids without assigning any reason thereof subject to the limitations prescribed by Central Vigilance Commission and State Regulatory Authorities concerned.

42.The 'Online bidder' shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/ authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/ fabricated/ bogus, his EMD/Bid Security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.(as per Chief Engineer (Roads-I), Odisha Order No.3051 dtd.22.01.2025)

Sd/-
BDO, Balisankara Block,
Sundaragada

DTCN SECTION-II

GENERAL CONDITIONS OF THE DTCN/CONTRACT

1. **Change(s) in Name and Constitution of the Contractor:** Any change(s) in the name/constitution of the contractor, shall be forthwith notified by the contractor to Balisankara Block,Sundaragada for information. In case of failure to notify the change(s) within 15 days, Balisankara Block,Sundaragada may, by notice in writing, rescind the contract and the security deposit of the contractor shall, thereupon, stand forfeited and be absolutely at the disposal of Balisankara Block,Sundaragada and, the same consequences shall be ensured as if the contract had been rescinded thereof and in addition the contractor shall not be entitled to recover or be paid for any work thereof actually performed under the contract.

2. **Contract not to be Sub-let:**The contractor shall not subcontract/sublet the work assigned to him. If the contractor shall assign or sublet any part or whole of this contract or attempt to do so, the contract shall be rescinded with forfeiture of the EMD, ISD and penalty will be imposed as may be decided by Balisankara Block,Sundaragada.

3. **Urgent Work:** If any urgent work in the opinion of Balisankara Block,Sundaragada becomes necessary to be executed and the contractor is unable and unwilling at once to carry out, the Engineer-in-Charge may by his own or through other agency carry it out, as he may consider necessary. All expenses incurred on it shall be recoverable from the contractor or shall be adjusted against any sum payable to the contractor.

4. **Payment/Deduction/Withhold/Retention of Duties, Levies, Taxes& Security Deposit:**
   (i) The contractor shall bear all Taxes Duties, Levies, Central and State Taxes Cess, Entry Tax, Income Tax, Royalties, Fair Weather Charges and Tollages, as applicable, &Balisankara Block,Sundaragada shall not entertain any claim whatsoever in this respect other than admissible for payment as per rules and practices. Statutory withhold/deduction of taxes, SD, penalty (as applicable) shall be done by Balisankara Block,Sundaragada from each running account bill of the contractor.

   ii. Notwithstanding anything contained in this DTCN, 5% if each bill amount found payable to the contractor, as decided and corrected by Balisankara Block,Sundaragada, shall be withheld by Balisankara Block,Sundaragada from each bill towards performance security. The EMD and ISD (as applicable) with the withheld performance security amount(s) shall be treated as **Security Deposit (SD)** and to be retained by Balisankara Block,Sundaragada till such period for due fulfilment of the agreement conditions by the contractor vide **Special Conditions of this DTCN.**

5. **No Payment for Preparatory/Facilitating Works, etc:** No payment shall be made by Balisankara Block,Sundaragada towards survey and preparatory/facilitating works/items such as; investigation, testing, commissioning, site cleaning and levelling precaution and safety gear, inspection, etc. After the work is finished, all surplus materials, preparatory/facilitating works such as; vat, cement mortar/concrete mixing platform, scaffolding, etc., should be removed from the sites and the sites should be made clean/free from unwanted/unnecessary (as decided by Balisankara Block,Sundaragada) objects/articles both biotic and abiotic in nature. The sites should be cleared and dressed properly with outward slopes away from the structure(s), if any. After the work is completed in all respects, the contractor shall vacate the site within a week from the date of completion & commissioning after making good the damages, if any.

6. The contractor is to approve all Structural and other components of the building by State Technical Agency at his own cost. (IGIT Sarang, CET Bhubaneswar, VSS UI Burla, NIT Rourkela, and IIT, Bhubaneswar).
7. All materials required for completion and commissioning of the awarded work are to be procured by the contractor.
8. For all materials the contractor shall have to furnish manufacturer's test certificates.
9. For all materials which come under EPM rate contract the contractor shall have to furnish CIPET inspection report.
10. Inspection by the Engineers/Employer of the Department shall not relieve the contractor of his liability for rectifying the defect which may subsequently appear or be detected during testing and

commissioning or subsequent operation. After rectification of the defects or replacement, the materials shall be re-tested to the satisfaction of the Engineers/Employer.

11. All equipments, labour, tools & plants, instruments and other facilities for testing shall be provided by the contractor. He shall also maintain all records of the entire test and furnish the copies of the same to the Department.

12. The Department reserves the right to test any materials at any reputed laboratories if necessity arises and the cost of which test(s) shall be borne by the contractor and rejected materials shall have to be replaced by the contractor by approved materials at his own cost.

13. **Approved Drawings & Specification of Site with Contractors Agent**:
Complete copies of the drawing and specifications signed by the Engineer In Charge and the same or copies thereof are to be kept with the works in-charge of the contractor's agent which is to be constantly kept on the ground by the contractor and to whom instructions can be given by the Engineer In Charge/TIA.

14. **Deviation from Approved Drawing and Specifications:**
The contractor is not to vary or deviate from the drawings or specifications or execute any extra work of any kind whatsoever unless upon the authority of the Balisankara Sundargarh to be sufficiently shown by any order in writing, by any plan or drawing expressly given and signed by him as an extra or variation or by any subsequent written approval signed by him. In case of daily labour all vouchers for the same are to be delivered to the Balisankara Sundargarh or the Officer-in-Charge at least during the week following that in which the work may have been done and no day work shall be allowed unless authorised by the Balisankara Sundargarh and no such authority shall be given if the work is capable of being measured and being paid for at an agreed rate.

15. **Rate for Extra Work.**
Any authority given by the Balisankara Sundargarh, for any alterations or additions in or to the works, is not to vitiate contract. But all additions, omissions or variations made in carrying out the works are to be measured and valued and certified by the Sadr Sundargarh and added to or deducted from the amount of the contract as the case may be. For new items the same shall be paid at the rates, in accordance with the sanctioned schedule of rates, in force at the time, when the particular item of work was commenced. In those cases in which rates do not exist, the competent authority**,** will fix the rates to be paid and his decision shall be final.

16. All works are to be executed in turnkey basis i.e. including labour and supply of material as per approved drawing, technical specifications and design (to be supplied by the contractor after duly approved by STA) and as per direction of Engineer-in-charge. All materials to be used shall confirm to relevant specifications as per latest edition of Indian Standard, unless otherwise stated in the detailed specifications of items of work

17. All the structures are to be designed as permanent type and shall have aesthetic elevation.

18. Machine mix - Machine mix shall be used in concrete work for all structure. Design mix of concrete shall be mandatory. Vibrator of appropriate type shall be used for compaction of concrete.

19. The contractor shall submit to the Department two sets of drawing showing the plan, elevation and perspective view, general arrangements of the structures with piping and valves etc. and structural design and drawings as per the specifications in this DTCN for approval of STA at the earliest possible time.

20. In case the contractor fails to submit the designs and drawings in proper order within the stipulated time, the letter of acceptance of the tender is liable to be cancelled and earnest money is liable to be forfeited.

21. **Custody of Materials:** The contractor shall be responsible for safe custody of his/her/their materials at the work sites and Balisankara Block,Sundaragada will not be responsible for any loss or damage of the property at site. There should not be any conflict of interest or relaxation/exoneration of

responsibility of the contractor as per this DTCN/Contract, on any account whatsoever, regarding the work(s)/material(s)/property, of Balisankara Block,Sundaragada or of, any other agency/organisation engaged/allowed by Balisankara Block,Sundaragada, available/to be made available/going on/to be started, at or in connection with the works of three parks, failing which Balisankara Block,Sundaragada shall adopt any action deemed fit against the contractor with a view to continuing and complete the works. The portion or whole of the work executed by the contractor in connection with this contract shall remain in safe custody, watch & ward of the contractor till the same are handed over by the contractor to Balisankara Block,Sundaragada in required shape and manner or till, Balisankara Block,Sundaragada takes them over either unilaterally or as per this contract. Responsibility arising out of this safe custody, watch and ward till Balisankara Block,Sundaragada declares/assumes its right over the same, shall lie with the contractor. No claim in this regard by the contractor shall be acceptable by Balisankara Block,Sundaragada.

22. **Supply of Materials:**

(i)The contractor shall at his own expenses provide all materials required for the work. The materials supplied by the contractor shall conform to relevant latest editions of BIS specifications and Codes of Practices or to other specifications as may be decided by Balisankara Block,Sundaragada. The contractor shall furnish necessary certificate(s) in support of the quality of the materials as may be required by Balisankara Block,Sundaragada. In the event of there being no specifications born in the SORs of Odisha for the items required for the work, whether included in the Financial Bid or not, such items of the work shall be carried out by the contractor in accordance with the instructions and requirements of Balisankara Block,Sundaragada.

(ii)Balisankara Block,Sundaragada shall have absolute authority to test the quality of materials at any time through any reputed laboratory at the cost of contractor. The contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

(iii) Balisankara Block,Sundaragada shall have the right for removal from the work sites, of all materials which, in its opinion, are not in accordance with the specifications and in case of default, Balisankara Block,Sundaragada shall be at liberty to sell such materials and/or to employ other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

23. **Contractor to Provide and Facilitate Inspection, Safety Gear, etc:**

i)**Scaffolding**: Suitable scaffolding shall be provided for workmen for all works that cannot be safely done from the ground or solid construction except such short period of work as can be done safely from the ladders. When a ladder is used an extra labour shall be engaged for holding the ladder and if the ladder is used in carrying the materials, suitable foot holds and handholds shall be provided on the ladder.

ii)**Inspection:**BalisankaraBlock,Sundaragada will have the right to inspect the scaffolding and centring etc. for the work and can reject partly or fully such structure if found defective in his opinion.

iii)**Working Platforms**: Working platforms, gangways and stairways shall be constructed such that they do not sag unduly or unequally. If the height of the platforms or gangway or stairway is more than 3.25 meters above the ground or floor level, it shall be closely guarded, have adequate width and suitably fenced.

iv) **Safe Means of Access**: Safe means of access shall be provided to all working platforms and other working places.

v) **Precaution Against Electrical Equipments**: Adequate precaution shall be taken to prevent danger from electrical equipment. Hand lamps shall be provided with Mesh guard, wherever required.

vi)**Preventing Public from Accident**: No materials on any of the sites shall be so stacked or placed as to cause danger or inconvenience to any person or public. The contractor shall provide all necessary fencing and light to protect the public from accident and shall be bound to bear expenses of defence or

any suit action or other proceedings at law that may be brought by any persons for injury sustained owing to neglect of the above precaution and to pay any damages and cost which may be awarded in any such suit action or proceedings to any such person or which may with the consent of the contractor, be paid to compromise any claim by any such person. The contractor not to come cause blockage of traffic /disruption of the traffic.

vii) **Personal Safety Equipments**: All personal safety equipment shall be made adequately available by the contractor for use of persons employed at the site of work and maintained in a condition suitable for immediate use. The contractor shall take adequate steps to ensure proper use of the equipment by persons concerned.

viii) **Precaution Against Fire**: Suitable fire extinguishers, water and sand buckets shall be provided at the work site to tackle situations of fire.

ix)**Demolition:** Before any demolition work is commenced and also during process of work;

a) all roads and open areas adjacent to the work site shall either be closed or suitably protected,

b) no electric cable or apparatus which is liable to be a source of danger shall remain electrically charged,

c) all practical steps shall be taken to prevent danger to persons employed from the risk of fire, explosion or flooding,

d) no floor roof or other parts of the building shall be over loaded with debris or materials which may render it unsafe.

x) Construction and Demolition (C & D) waste materials generated, ifany, at the respective work site(s) during execution of the work should be deposited at selected locations as per direction of Engineer-in-Charge.

9. **Fair Wages Clause:**

(a) The contractor shall not employ for the purpose of this contract any person who is below the age of fourteen years and shall pay to each labour for work done by such labourers fair wages.

Explanation – "**Fair Wage**" means wages, whether for time or piece work prescribed by the State Public Works Department provided that where higher rates have been prescribed under the minimum wages Act 1948 wages at such higher rates should constitute fair wages.

Balisankara Block,Sundaragada shall have the right to enquire into and decide any complaint alleging that the wages paid by the contractor to any labour for the work done by such labour is less than the wages described above.

(b) Balisankara Block,Sundaragada shall have the right to enquire whether any labour employed by the contractor is below the age of fourteen years and to refuse to allow any labour below the age of fourteen years for engagement in this work by the contractor.

(c) The contractor shall, notwithstanding the provisions of any contract to contrary, cause to be paid a fair wage to labourers indirectly engaged on the work including any labour engaged by his sub-contractors in connection with the said work, as if, the labourers had been immediately employed by him.

(d) In respect of all labour directly or indirectly employed in the works for the performance of the contractor's part of this agreement, the contractor shall comply with or cause to be complied with all regulations made by Government in regard to payment of wages, wage period deductions from wages, recovery of wages not paid and deductions unauthorised made, maintenance of wage register, wage cards, publication of scale of wages and other terms of employment, inspection and submission of periodical returns and all other matters of a like nature.

(e) Balisankara Block,Sundaragada shall have the right to deduct, from the money due to the contractor, any such required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-fulfilment of the conditions of the contract for the benefit

of the workers non-payment of wages or of deduction made from his or their wages, which are not justified by their terms of the contract or non-observance of the regulations. Money so deducted should be transferred to the workers concerned.

(f) The contractor shall be primarily liable for all payments to be made under the regulations aforesaid without prejudice to his right to claim, if any.

(g) The regulations aforesaid shall be deemed to be a part of this contract and any breach thereof shall be breach of this contract.

10. **Contractor to Respond for Disengagement of Unruly Labour/Personnel:**BalisankaraBlock,Sundaragada are to have round the clock access to the work sites during execution and defect liability period. Balisankara Block,Sundaragada may require the contractor to remove dismiss any labour/representative(s) of person of the contractor's found to be incompetent or ill-mannered/behaved or of doubtful background/integrity, etc., and the contractor shall comply with such requirements.

11. **Provision for Workman Compensation:**BalisankaraBlock,Sundaragada shall not be held liable to pay any compensation to any workman under workman's compensation Act, 1923. The contractor shall have to pay the entire compensation as decided in any court of law for any injury/loss sustained by any workman during execution of the work. If, by order of any authority/court, Balisankara Block,Sundaragada pays any compensation to honour and abide the order, then the said amount(s) shall be recovered from the contractor.

12. **Contractor to Indemnify Balisankara Block,Sundaragada:**The contractor shall take every precaution not to damage or injure life and/or property of any person/organisation/entity in connection with this work. He shall indemnify and keep Balisankara Block,Sundaragada indemnified against all claims for injuries or damages to any person/property which may arise out of or in consequence of any negligence or fault of the selected bidder for this work and, for all the claims, demands, proceedings, damages, costs, charges and expenses whatsoever, in respect of or in relation thereto, the contractor shall be responsible.BalisankaraBlock,Sundaragada will not assume any responsibility on this account.

13. **Resident Engineer(s)/Assistant(s):** The contractor shall engage for this work, qualified and experienced Resident Engineer(s)/Assistant(s) to the satisfaction of Balisankara Block,Sundaragada. The Resident Engineer(s)/Assistant(s) shall represent the contractor in his/her/their absence for receiving instructions of Balisankara Block,Sundaragada which will be binding on the contractor.

14**. Odisha PWD / Electricity Department Contractor's Labour Regulations**

14.1 "**Contractor**" shall include every person whether a sub-contractor or headman or agent employing labour on the work taken on contract.

14.2 "**Wages**" shall have the same meaning as defined in the payment of Wages Act and include time and piece rate wages, if any.

14.3 **Display of Notices Regarding Wages, etc**.: The contractor shall;

(a) Before he commences his work on contract display and correctly maintain and continue to display and correctly maintain, in a clean and legible condition, in conspicuous places on the work, notices in English and in the local Indian language spoken by the majority of the workers, giving the rate of wage prescribed by the State Public Works Department / Electricity Department for the district in which the work is done.

(b) Send a copy of such notices to the Engineer-in-Charge of the work.

14.4 **Payment of Wages**:
(a) Wages due to every worker shall be paid to him direct.
(b) All wages shall be paid in current coin or currency or in both

14.5 **Fixation of Wage Period**:

(a) The contractor shall fix the wage period in respect of which the wages be payable.No wage period shall exceed one month.

(b) Wages of every workman employed on the contract shall be paid before the expiry of ten days, after the last day of the wage period in respect of which the wages are payable.

(c) When the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the day succeeding the one on which his employment is terminated.

(d) All payments of wages shall be made on a working day.

14.6 **Wage Book and Wage Cards, etc**.:

(1) The contractor shall maintain a wage book of each worker in such form as may be convenient, but the same shall include the following particulars-

(a) Rate of daily or monthly wages.
(b) Nature of work on which employed
(c) Total number of days worked during each wage period
(d) Total amount payable for the work during each wage period.
(e) All deductions made from the wages with an indication in each case of the ground for which the deduction is made.
(f) Wage actually paid for each wage period.

(2) The contractor shall also maintain a wage card for each worker employed on the work.

(3) Balisankara Block,Sundaragada may grant an exemption form the maintenance of wage bond, wage cards to a contractor who, in his opinion – may not directly or indirectly employ more than 100 persons on the work.

14.7 **Fines and Deductions Which May be Made from Wages**:

(1) The wages of a worker shall be paid to him without and deduction of any kind except the following -

(a) Fines
(b) Deductions for absence from duty, i.e., from the place of places whereby the terms of his employment he is required to work. The amount of deductions shall be in proportion to the period for which he was absence.
(c) Deductions for damage to or loss of good expressly entrusted to the employed person for custody or for loss of money for which he is required to account where such damage or loss is directly attributable to his neglect or default.
(d) Any other deductions which the Odisha Government may from time to time allow.

(2) No fines shall be imposed on a worker and no deduction for damage or loss shall be made from his wages until the worker has been given an opportunity of showing cause against such fines or deduction.

(3) The total amount of fines which may be imposed in any one wage period on a works shall not exceed an amount equal to five paise in a rupee of the wages payable to him in respect of that wage period.

(4) No fine imposed on any worker shall be recovered from him by instalments, or after the expiry of 60 days from the date on which it was imposed.

14.8 **Register of Fines, etc**.:

(a) The contractor shall maintain a register of fines and of all deduction for damage or loss. Such register shall mention the reason for which fine was imposed or deduction for damage or loss was made.

(b) The contractor shall maintain a list in English and in the local Indian language, clearly defining acts and omissions for which penalty of fine can be imposed. It shall display such list and maintain it in a clean and legible condition in conspicuous places on the work.

14.9 **Preservation of Register**:The wage register, the wage cards and the register of fines, deduction required to be maintained under the regulations shall be **preserved for 12 (twelve) months** after day of the last entry made in them.

14.10 **Powers of Labour Welfare Officer(s) to Conduct Investigation or Enquiry**:
The Labour Welfare Officer(s) or any other person(s) authorized by the Government of Odisha on their behalf shall have power to make enquiries with a view to ascertaining and enforcing due and proper observance of the fair wage clauses and the provisions of these regulations. He shall investigate into any complaint regarding default made by the contractor, sub-contractor in regard to such provisions.

14.11 **Report of Labour Welfare Officer(s)**:TheLabour Welfare Officer or others authorized as aforesaid shall submit a report of the results of his investigation or enquiry to BDO, Balisankara Block,Sundaragadaindicating the extent, if any, to which the default has been committed with a note that necessary deductions from the contractor bill be made and the wages and other dues be paid to the labourers concerned.

14.12 **Appeal Against the Decision of Labour Welfare Officer**: Any persons aggrieved by the decision and recommendation of the Labour Welfare Officer or other person so authorized may appeal against such decision to the Labour Commissioner within 30 days from the date of decision forwarding simultaneously a copy of his appeal to BDO, Balisankara Block,Sundaragada but subject to such appeal, the decision of the officer shall be final and binding upon the contractor.

14.13 **Inspection of Register**:The contractor shall also allow inspection of the wage book and wage cards to any of his workers or to his agent at a convenient time and place after due notice is received, or to the Labour Commissioner or any other person authorized by the Government of Odisha on his behalf.

14.14 **Submission of Return**: The contractor shall submit periodical returns as may be specified from time to time.

14.15 **Amendments:**The Government of Odisha may from time to time, add to or amend these regulations and on any question as to the application, interpretation of effect of these regulations, the decision of the Labour Commissioner or any other person authorized by the Government of Odisha in that behalf shall be final.

15. **Unilateral Stoppage of Work Progress:** Unilateral stoppage of work by the contractor, without prior written permission of Balisankara Block,Sundaragada, shall be considered as breach of contract and Balisankara Block,Sundaragada reserves the right to take such actions as it may deem fit against the contractor.

16. **Rescission of Contract:** Subject to other provisions contained in this DTCN or in the agreement, Balisankara Block,Sundaragada may, without prejudice to any other right or remedy available to the contractor in respect of any delay, inferior workmanship, any claim for damages and/or any other provisions of this contract or otherwise, and whether the date of completion has or has not elapsed, rescind the contract in any of the following cases:

i) If the **contractor**having been given by Balisankara Block,Sundaragada a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper manner shall omit/fail to comply with the requirement of such notice for a period of seven days thereafter.

ii) If the contractor being a company shall pass a resolution on the court shall make an order that the company shall be wound up or if a receiver or a **manager** on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle to court to make a winding up order.

iii) If the contractor has, without reasonable cause, suspended the progress of the work with due diligence so that in the opinion of ExecutiveOfficer, Balisankara Block,Sundaragada (which shall be final & binding) he will be unable to secure completion of the work by the due date of completion and

continues to do so after a notice in writing of seven days from ExecutiveOfficer, Balisankara Block,Sundaragada.

iv) If the contractor fails to follow and comply with the relevant provisions this DTCN and/or agreement.

v) If the contractor fails to complete the work within the stipulated date or items of the work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the stipulated period.

When the contractor has made himself liable for action under any of the cases aforesaid,BalisankaraBlock,Sundaragada shall have the power to rescind the contract (of which rescission notice in writing to the contractor under the hand of BDO, Balisankara Block,Sundaragadashall be conclusive evidence), 20% of the value of the left over work will be realized from the contractor as Penalty in addition to other punitive measures deemed fit by Balisankara Block,Sundaragada including debarring the contractor from participating in Balisankara Block,Sundaragada tenders at least for 3 years, blocking his/her/their DSC in the e-procurement portal and recommending the corresponding licence issue authority not to renew the licence of the contractor.

In case of rescission of contract, the contractor shall have no claim for compensation for any loss sustained by him by reasons of having purchased or procured any materials or entered any engagement on account of or with a view to execute the work /performance of the contractor.

17. **Black Listing:** 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.3365 Dt.01.03.2007 of Works Department, Odisha. As per said amendment a Contractor may be blacklisted.

a) Misbehavior/threatening of Departmental & supervisory officers during execution of work/tendering process.
b) Involvement in any sort of tender fixing.
c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-adherence to quality specifications despite being pointed out.
d) Persistent and intentional violation of important conditions of contract.
e) Security consideration of the State i.e., any action that jeopardizes the security of the State.
f) Submission of false/ fabricated / forged documents for consideration of a tender.

In case a contractor is black listed, it will be widely published and intimated to all Departments of Government and also to Govt. of India Agencies working in the state.

18. **Force Majeure:** Neither the contractor nor Balisankara Block,Sundaragada shall be considered in default in delayed performance of its obligation if such performance is prevented or delayed because of work to hostilities, revolution, civil commotion, epidemic, accident, fire, cyclone, flood, earthquake or because of any law-and-order proclamation, regulations or ordinance of the Government thereof or because of any act of God or for any cause beyond reasonable control of the party affected. Should one or both the parties be prevented from fulfilling their contractual obligations due to the aforesaid a state of force majeure lasting continuously for a period of 6 months, the two parties may consult each other regarding the future execution of the contract for mutual settlement.

19. **Jurisdiction in the Event of Legal Dispute (if any):**That for the purpose of jurisdiction in the event of dispute if any, the contract should be deemed to have been entered into within the present jurisdiction of Balisankara Block,Sundaragadaand it is agreed that neither party to this agreement will be competent to bring a suit in regard to the matters covered by this contract at any place outside Odisha.

DTCN SECTION-III

[A] MEMORANDUM

(To be filled in during signing of Agreement)

Sl. No.	Name of the Work	:	
1.	Estimated Cost	:	
2.	Name and Address of the Contractor/Selected Bidder	:	
3.	Accepted Tender Value/ Agreement Value	:	**Rs.....**
4.	Earnest Money Deposit (EMD) vide ***** of DTCN Section-I	:	**Rs. .....**
5.	Initial Security Deposit (ISD)vide * and Sl.17 of DTCN Section-I	:	**Rs. .....**
6.	APS Deposit vide Sl. 10 of DTCN Section-I	:	
7.	Percentage to be Deducted & Withheld as Security Deposit from each Payment after Correction, if any, by Balisankara Block,Sundaragada	:	**@ 5 (five)%**
8.	Time Allotted for Completion of the Work (from the date of written order to commence)	:	
9.	Date of Written Order to Commence/Stipulated Date of Commencement	:	
10.	Stipulated Date of Completion	:	

Signature of Tenderer / Contractor

[B] FORM OF AGREEMENT

(First page to be filled up and signed in non-judicial stamp paper of worth Rs.10/-)

This contract made on Dt..... between Balisankara Block,Sundaragada and, …… …… (name and address of the selected bidder, hereinafter called "the contractor").

Whereas, Balisankara Block,Sundaragada is desirous that the contractor shall execute;

"......" (Hereinafter called "the work"), and Balisankara Block,Sundaragada has accepted the bid of the contractor for execution and completion of the work and rectification of defects, if any, at an accepted tender/ contract price of Rs……(Rupees.....) only.

Now, therefore, it is hereby agreed upon by Balisankara Block,Sundaragada and the contractor as follows:

1. In this contract, words and expressions shall have the same meanings as are respectively assigned to those in this DTCN and the contract form as a whole. The DTCN and agreement shall be deemed to form and be read and construed as part of this contract with a view to maintaining the sanctity of this contract for successful execution and completion of the work unless otherwise clarified/redefined at a later stage during the contract remains in force including the defect liability period.

2. In consideration of the payment(s) to be made by Balisankara Block,Sundaragada, the contractor hereby covenants with Balisankara Block,Sundaragadato execute and complete the work and rectify the defects therein, if any, in conformity with the provisions of this contract.

3. Balisankara Block,Sundaragada hereby covenants to pay the contractor in consideration of execution and completion of the work and for rectification of defects, if any, wherein the contract price or such other sum, as may become payable under the provisions of the contract and in the manner prescribed under this contract.

4. The following documents shall be deemed to form parts of the contract/agreement and accordingly, should be read and construed in conjunction with other portions/clauses/conditions of this contract and DTCN.

i) DTCN invited for the work including the Short Notice
ii) Contractor's bid and negotiation correspondences, if any
iii) Letter of Acceptance/Letter of Intent for the work (LOA/LOI)
iv) Notice to proceed with the work (Work Order) to be issued by Balisankara Block,Sundaragada and subsequent instructions of Balisankara Block,Sundaragada to the selected bidder subject to confirmation of the same, if required, by Balisankara Block,Sundaragada through written notice(s) to the selected bidder.
v) Contract/Agreement form at **[C]** of this Section for Items, Quantities, Rates and Amounts of the work to be duly signed by and the contractor.
vi) Instruction/intimation of BMC for execution of extra work(s)/item(s)/quantity(s) found essential for the work and the corresponding rate(s) not covered in the agreement/DTCN and also for curtailment/exclusion of any item(s) of the work from execution.

vii) Letter/intimation/instruction (including physically and over telephone) of Balisankara Block,Sundaragada for repair/replacement/defect rectification, if any, with respect to modified quality(s)/specification(s) for such repair/replacement/defect rectification work and allowed time(s) to accomplish the same either during execution of the work or during the defect liability period of 365 days from the officially declared/notified/noted date of completion of the whole work including additional/curtailed items/quantities of the work as per direction of Balisankara Block,Sundaragada. Balisankara Block,Sundaragada reserves the right to declare/note the date of completion of the original work and date of expiry of defect liability period which will be binding upon the contractor.

In witness whereof, the aforesaid two parties have entered into this contract on the date mentioned above.

Signature of BDO,Balisankara Block,Sundaragada signed by……

(for and on behalf of Balisankara Block,Sundaragada)

Signature of contractor signed by……(authorised signatory in case of firm/company with applicable authorisation letter/declaration attached to this contract)

In the presence of

(Witnesses)

1. Name:
   Address:
   Tel No: Signature
2. Name:
   Address:
   Tel No: Signature

Signature of the Contractor
(Authorised Signatory with Seal, if any)

Signature of BDO,Balisankara Block,Sundaragada
(Authorised Signatory with Seal)

[C] Contract Agreement Form for Items, Quantities, Rates and Amounts of the Work

Form No.W.III
(Rule341)

Name of the Work:

Name of Contractor:

I/We do hereby agree to execute the under mentioned descriptions of items of the work in accordance with the conditions mentioned in this Agreement and in consideration of payment tobe made by Balisankara Block,Sundaragada at the rate(s) specified in the following schedule for the quantity of work to be executed. Payment(s) for the item(s)/quantitie(s) of the work not mentioned here-in-below, but found required for the work, and when executed/completed as per direction of Balisankara Block,Sundaragada, shall be governed by **Sl. 6of the DTCN Section-IV.** All the payments pertaining to the work shall be subject to successful (acceptable to Balisankara Block,Sundaragada) carrying out of the duties and responsibilities by the contractor till the expiry of defect liability period as declared/noted by Balisankara Block,Sundaragada. Failure to abide by this condition shall be treated as a breach of contract and under such circumstance(s), Balisankara Block,Sundaragada shall have the right to take any action against the contractor as deemed fit including economic penalty and/or other punitive measures.

Sl. No.	Description of the Items	Quantity	Rate	Unit	Amount

Note:

a. The work is to be executed with due diligence and in integrated/synchronous manner. The materials to be used by the contractor are to be the best of quality, and in all cases, shall be subject to approval of Balisankara Block,Sundaragada. Decision of Balisankara Block,Sundaragada regarding progress achieved and quality of the work done by the contractor shall be final.

b. The executed quantity of various items of the work shall be measured by Balisankara Block,Sundaragada in appropriate/applicable manner and at different stages. But stage/sequence of payment(s) shall be the prerogative of Balisankara Block,Sundaragada. Running account bill(s) shall not be preferred ordinarily. However, under exceptional circumstances or upon achievement of desiredwork progress by the contractor, Balisankara

Block,Sundaragada may consider running account bill payment(s) on request of the contractor. The quantum of running account bill payment, unlike final bill payment, would in any case, shall be less than the corresponding proportionate value of work done and, shall be subject to the statutory deductions such as, income tax, service tax, labour cess, etc. and retentions such as for EOT, SD, etc.

c. Balisankara Block,Sundaragada may put an end to this agreement at any time in case of bad/defective work and/or it may remove/replace the defective work and while doing so, the actual cost involved, if any, shall be realized from the contractor. No claim in this regard by the contractor shall be entertained.

d. The conditions mentioned above are a few and indicative only. In addition to these, the contract shall also be governed by the details laid down in the documents listed at Sl. 1 to 4 of the above draft agreement form vide **[B].**

Signature of the Contractor
(Authorised Signatory with Seal, if any)

Signature of BDO,Balisankara Block,Sundaragada
(Authorised Signatory with Seal)

SPECIAL CONDITIONS OF THE DTCN/CONTRACT

1. The stipulated date of commencement of the work shall be the date on which the agreement is signed/executed/drawn between Balisankara Block,Sundaragada& the contractor.

2. The contractor shall not be entitled to any compensation on account of delay in locating the sites by Balisankara Block,Sundaragadaor due to finalisation of land/alignment disputes, if any, or due to any natural calamity or labour unrest or non-availability of labour, theft of materials or any kind of force major situation, etc.

3. If the contractor could not achieve proportionate progress with respect to time, then Balisankara Block,Sundaragada shall have the right to take any action deemed fit against the contractor as per the agreement and/or OPWD Code including rescind of contract, levy of penalty, etc. In case of non-cooperation/deliberate delay either to start or expedite and complete the work/utterly or written defiance to achieve required quality and progress/unnecessary or uncalled for correspondence(s) embedded with condition(s)/instruction(s) not commensurate with the explicit condition(s) of the agreement by the contractor for the work, Balisankara Block,Sundaragada shall not only have the right to rescind the contract but also to execute either the whole or balance portion of the work, as applicable, through any other mode, as deemed fit by Balisankara Block,Sundaragada and the excess expenditure incurred, if any, for execution of the same, shall be recovered from the contractor resorting to the procedures deemed fit by Balisankara Block,Sundaragada. **Balisankara Block,Sundaragada also reserves the right whether to respond or not to the correspondence(s)/queries of the contractor or any other organisation/entity regarding the work and/or the conditions/instructions associated with the work.**
4. The decision of BDO/Chairperson,Balisankara Block,Sundaragada regarding the reasons for delay, if any, in completion of the work shall be final and binding on the contractor.If the BDO/Chairperson, Balisankara Block,Sundaragada is not satisfied regarding the genuineness of delay for progress and/or completion of the work, then he/she may impose penalty upon the contractor @1/2% per day of delay of the value of work lying unfinished subject to a maximum 10% of the agreement amount.

5. Balisankara Block,Sundaragada reserves the right, to make such increase or decrease in the quantities and/or items of the work which are considered necessary during the course of execution. Such increase or decrease shall be at the discretion of Balisankara Block,Sundaragadaand in no case, shall invalidate the contract except the corresponding financial involvement admissible by/acceptable to Balisankara Block,Sundaragada.

6. Extra item(s) and its quantity executed /to be executed, if found essential for the work, shall be covered under supplementary agreement to be drawn between the contractor &Balisankara Block,Sundaragada. The rate(s) for such item(s) and quantity(s) shall be the prevailing Govt. of Odisha Schedule of Rates (SOR) of PHEO or Works Deptt. and for the items/components not covered under SOR, local market rate(s) shall be adopted subject to approval of Balisankara Block,Sundaragada.

7. The contractor shall put his/her/their signature in the measurement book(s) and bill(s) (before payment) as a token of acceptance of the quantities, specifications, rates and amounts of the bill(s) and no further claim in this regard shall be entertained by Balisankara Block,Sundaragada.

8. (a) Performance Security/Security Deposit (SD) to be retained/withheld @5% of each Running Account Bill vide Sl. 4 of Section-II of DTCN.

   (b) This SD along with EMD & ISD shall be retained as an indicative safeguard towards the interest of Balisankara Block,Sundaragada to ensure that, defect rectification work(s), if any, are executed in time by the contractor during the defect liability period of 365 days after the date of completion of original work as per agreement (including the additional/replaced/curtailed items/quantities). The timeline(s) for the above nature of work(s) to be executed by the contractor shall be communicated by Balisankara Block,Sundaragada through telephone/physically/e-mail/letter by post and the contractor has to abide by the same failing which, it will be treated as a breach of contract and hence, Balisankara Block,Sundaragada will be at liberty to take any action deemed fit against the contractor including levy of economic penalty and/or other punitive measures such as; debar from participating in Balisankara Block,Sundaragada tenders, blocking of DSC of the contractor, etc.

   (c) The actual date of completion of the original work vide (b) above and the corresponding date of commencement and completion of defect liability period shall be noted/declared/notified/intimated by Balisankara Block,Sundaragadaand the same shall be binding upon the contractor.

   (d) The APS (if any) submitted by the contractor shall be refunded within two months from the date of completion of the original work.

   (e) The EMD, ISD & Security Deposit(s) (SD) retained by Balisankara Block,Sundaragada from the contractor's bill shall be considered for release subject to fulfilment of all the conditions of DTCN/Agreement and after checking/scrutiny of the file(s) and expenditure(s) by LF Audit and shall be subject to deductions/recovery of any amount(s) pointed out by Audit.

   (f) No interest will be paid by Balisankara Block,Sundaragada on the EMD and/or APS furnished by any bidder, on the EMD, ISD & APS (if applicable) of the contractor and on the amount(s) to be retained/withheld/deducted by Balisankara Block,Sundaragada from the bill amount(s) of the contractor or upon delay in release of payment(s) or release of deposit(s) of the bidder(s)/contractor.

No claim in this regard in any manner by any bidder or the contractor or any organisation/entity shall be entertained/accepted by Balisankara Block,Sundaragada.

ANNEXURE-I

AFFIDAVID

CERTIFICATE OF NO RELATIONSHIP

(As per Section-I, Sl. 3 of DTCN)

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

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

(*) - Strike out which is not applicable **SIGNATURE OF THE BIDDER**

ANNEXURE-II

DECLARATION CERTIFICATE

(As per Section-I, Sl. 3 of DTCN)

1. I/We have visited the site and have fully acquainted with the local situation regarding the materials, labour and factors pertaining to the work for completion in all respect before submitting the tender.

2. I/We have carefully studied the conditions of the construction, specification,contract condition and all other document relating to this work and agree toexecute the same accordingly.

3. I/We solemnly pledge that I/We shall be sincere in discharging my/our duties asresponsible contractor and complete the work within the prescribed time limit In case there are deviation from the construction programme I/We shall abide bythe decision of Engineer--in--charge for revision of the programme and arrange forthelabours, materials, equipmentsetc accordingly.

4. In the event of award of the work to me/us, I/We undertake the entire responsibility for the structural stability to re-construct / replace the whole orpart of the component of the structure in the event of failure or improper functioning/improper construction within a period of one year from the date of completion without asking for extra payment from any account to the department.

5. I/We undertake that I/We shall not claim any escalation of cost on account ofmaterials, labourers, taxes, natural calamities, public nuisance, miscreants orfrom any account in connection with work within execution of the work till the actual completion period and shall not be entertained by the department (Balisankara Block,Sundaragada).

6. In case of violation of contents of department's tender documents in shape ofextra conditions, or in any form, my / our offer / tender shall be rejected by thedepartment without any intimation to me/us.

(*) - Strike out which is not applicable **SIGNATURE OF THE BIDDER**

ANNEXURE-III

AFFIDAVIT

(Applicable for All Bidders)

(As per Section-I, Sl. 4 of DTCN)

1. I, Sri/Smt/Ms……, Son/Daughter/Wife of …….., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"……..”(***strike out whichever is not applicable)***that, I/we am/are validly registered as ……Class Contractor under Govt. of Odisha.
2. It is hereby declared that I/we are not currently deprived from tendering in any Govt. Organisation including Balisankara Block,Sundaragada and I/we have furnished the required eligibility documents as a valid tenderer for the above-mentioned work.
3. I/We hereby authorise and request any bank, person, firm or organisation to furnish information to Balisankara Block,Sundaragada as deemed necessary by it in connection with my/our eligibility criteria and document verification related to my/our tender for the work mentioned below. I/We also authorise Balisankara Block,Sundaragada to refer, peruse, consider &correlate my/our documents submitted in connection with other tenders of Balisankara Block,Sundaragada (if any) and I /we have no objection if such documents either in whole or part are perused, referred and considered.
4. The undersigned undertake to submit further information/ documents as may be requested for/required by Balisankara Block,Sundaragada in connection with this tender within the stipulated period to be intimated by Balisankara Block,Sundaragada either through letter or through my/our Telephone No. furnished below. Non-response to this instruction by me/us within the stipulated period shall render my/our tender as non-responsive/incomplete and hence Balisankara Block,Sundaragada shall be at liberty to take any action as deemed fit against me/us as well as to cancel my/our tender for the work and I/we will have no claim against such decision of Balisankara Block,Sundaragada.
5. My/ourpresent address for correspondence is ……and my/our Telephone Contact number is……..and e-mail ID forcorrespondence is……. I/We shall promptly and voluntarily intimate the Tender Inviting Officer about subsequent changes, if any, of my/our telephone number, e-mail ID and address for correspondence within a week from the date of occurrence of such change(s) falling which, I/we will be held responsible for any eventual delay/gap in correspondence(s)/communication(s) between me/us and Balisankara Block,Sundaragada and subsequent follow-up action(s) and situation which may arise due to such delay/gap.
6. I/We hereby declare that all the information and documents furnished herewith by me/us in connection with my/our tender for the work, **"……..”**invited by Balisankara Block,Sundaragada vide Bid Reference No. are true and correct.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company

ANNEXURE-IV

AFFIDAVIT

(Applicable for SC/ST Bidders)

(As per Section-I, Sl. 4 of DTCN)

1. I, Sri/Smt/Ms……,Son/Daughter/Wife of …….., hereby declare that;

a. I am a registered ……..Class ST/SC Contactor under Govt. of Odisha

or

b. The Partnership Firm/Private Ltd. Company named/titled, as "…..…… ……" is a registered SC/ST Contractor under Govt. of Odisha within the ambit specified in Works Department Resolution No.27748 dt.11.10.77 and I, Sri/Smt/Ms……..……,Son/Daughter/Wife of …….., is the authorized signatory on behalf of the Firm/Company (scanned authorization copy with my signature duly certified and attested/identified has been submitted on-line with our tender).

[Tick (a) or (b) above whichever is applicable and fill up accordingly.]

2. As per Works Department, Govt. of Odisha Resolution No.27748 dt.11.10.77, I/My Firm am/is entitled for exemption of 50% EMD & ISD and accordingly, I/My Firm have/has submitted tender for the work.

3. I/My Firm hereby submit willingness to avail price preference as ST/SC category Civil Contractor as entitled in the aforesaid resolution.

4. Necessary documentary evidence(s) as prescribed in the Tender Notice at ***** and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I of DTCN Part-I in support of my/our aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my/our tender for the aforesaid work.

5. In addition to those, other documents and original(s), as required by ExecutiveOfficer, Balisankara Block,Sundaragada to sustain my/our aforesaid claim shall be submitted by me/us within a week from the date of instruction/intimation of BDO, Balisankara Block,Sundaragada through telephone/letter/e-mail failing which my/our tender shall be liable for rejection.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

ANNEXURE-V

AFFIDAVIT

(Applicable for Contractors with Physical Disabilities)

(As per Section-I, Sl.4 of DTCN)

1. I, Sri/Smt/Ms……, Son/Daughter/Wife of ……..., hereby declare that I am a registered ……...Class Contactor with Physical Disabilities within the ambit prescribed in Works Department, OdishaResolution No.23934 dt.8.11.91.

2. As per the said Resolution, I am entitled for exemption of EMD & ISD and accordingly, I have submitted tender for the work.

3. Necessary documentary evidence(s) as prescribed in the Tender Notice at ***** and at Sl.2 to 4 (Information for the Intending Bidders) of Section-I, DTCN Part-I in support of my aforesaid claim for exemption of EMD & ISD have/has been duly up-loaded on-line/submitted along with my tender for the work.

4. In addition to those, other documents and original(s), as required by BDO, Balisankara Block,Sundaragada to sustain my aforesaid claim shall be submitted by me within a week from the date of instruction/intimation of BDO, Balisankara Block,Sundaragada through telephone/letter/e-mail failing which my tender shall be liable for rejection.

(**Deponent)**

ANNEXURE-VI

AFFIDAVIT

(Applicable for the Bidders not Registered under EPF)

(As per Section-I, Sl.4 of DTCN)

I, Sri/Smt/Ms……., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"……."(***strike out whichever is not applicable)***do hereby solemnly affirm and state as follows.

1. That as on date, I/we am/are not registered with RPFC (Regional Provident Fund Commission), and solemnly affirm that, I/we shall follow the "**Employees Provident Fund and Misc. Provision Act, 1952 & rules / schemes**", made there under, in case this work is awarded to me/us.

2. That I/we shall submit, after execution of work and before payment of any bill, the detail list of labours, such as,

   (i) Name :

   (ii) Father's Name :

   (iii) Place of Permanent Residence:

   (iv) Statement of wages paid to them till the completion of the work

3. That, Balisankara Block,Sundaragada authority will be at liberty to deduct **26%** of the labour component amount of the contract & shall retain it as an **additional security with** Balisankara Block,Sundaragada.

4. That, in case I/we submit the EPF registration certificate, then the said additional security shall be released to me/us by Balisankara Block,Sundaragada without any interest subject to fulfilment of other compliances / conditions.

5. That, this affidavit is required to be produced before the authority of Balisankara Block,Sundaragada for tender purpose.

   That the facts stated above are true to the best of my/our knowledge.

   (*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

ANNEXURE-VII

AFFIDAVIT

(Applicable for Engineer Contractors Intending to Avail Exemption of EMD & ISD as per OPWD Code)

(As per Section-I, Sl.2 & 4 of DTCN)

1) I, Sri/Smt/Ms……., hereby declare as the Contractor/as the authorized signatory on behalf of the Contractor,"……."(***strike out whichever is not applicable)***do hereby solemnly affirm and state as follows.

2) That, I/we am/are a registered …….. Class Engineer Contractor.

3) That, I/weherewith claim exemption of EMD during the year……for participation in the tender for this work.

4) That, I/we have not exhausted the facility available to me/us an Engineer Contractor during the year……. for exemption of EMD & ISD as per Works Deptt.Guideline& OPWD Code.

5) That, I/we shall ensure production of my/our valid Original Contractor's Registration Certificate(license) after or duringopening of bids (as per direction of BDO) for the above work for verification and also for subsequent entry of exemption of EMD and ISD(if selected as the contractor for this work and availed the exemption of EMD and ISD in my/ourlicense as per direction of BDO, within such time as directed by him failing which action, as decided by Balisankara Block,Sundaragada, may be taken against me/us and appropriate steps may be taken by Balisankara Block,Sundaragada to facilitate execution of the tendered work.

(*) - Strike out which is not applicable

(Deponent)

(Signature of the Tenderer/Authorised Signatory in case of Partnership Firm/Company with Seal of the Firm/Company)

APPENDIX – A

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

Is the tenderer currently involving in any litigation relating to the works.If yes: give details: Yes / No

Has the tenderer or any of its constituent partners been debarred/ expelled by any agency in India during the last 5 –years. Yes / No

Has the tenderer or any of its constituent partner's failed to perform on any contract work in Balisankara Block,Sundaragada If yes, give details: Yes / No

Note: If any information in this Appendix is found to be incorrect or concealed, qualification application will be summarily be rejected. Yes / No

Signature of the Tenderer

APPENDIX – B

LIST OF COMPLETED / EXECUTED WORKS

Sl no	Description of work	Place & Location	Ested Value of Works in Lakh	Stipulated period of completion	Date when decision is expected	Remarks if any
1	*2*	*3*	*4*	*5*	*6*	*7*

(N.B:- Original completion certificate to be scanned along with above **Appendix."B"**)

Signature of the Tenderer

APPENDIX-C

DETAILS OF PLANT & EQUIPMENT TO BE DEPLOYED ON THE CONTRACT WORK

Sl No	List of Plants &Equipment	Nos.	Owned	Leased	

The capacity of each plant and equipment should be as per specification. The above equipments either owned or availed on long term lease extended beyond the duration of the work, the authority of which in either case is to be sustained before award of work. The equipment mentioned above must indicate owned or leased. For deploying additional sophisticated equipments by the agency for completion of work, no claim shall be entertained.

Signature of the Tenderer