

'e'-Procurement Notice No. SE-HWD-03/2026-27 (Sl. No. 02)



**GOVERNMENT OF ODISHA  
DEPARTMENT OF WATER RESOURCES**

**HEAD WORKS DIVISION, SAMAL**

**TECHNICAL BID DOCUMENT**

**FOR THE WORK**

**Labour Supply for Operation and Maintenance of Samal Barrage of LHR and RHR of RIP, under Head Works Division, Samal from July 2026 to March 2027.**

Sd/-  
**SUPERINTENDING ENGINEER  
HEAD WORKS DIVISION, SAMAL**

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## CONTENTS OF TENDER DOCUMENT

<b>Sl. No.</b>	<b>Section</b>	<b>Description of contents</b>	<b>Page Number</b>
1.	Section-I	Instruction to Bidders	11-12
2.	Section-II	Scope of work and general Instruction for service bidders	13-15
3.	Section-III	Technical specification for the service provider and the man power to be deployed in the Department by the service provider	16
4.	Section-IV	Tender Application for Technical Bid	17-23
5	Section-V	Terms and Conditions & Agreement Form	24-33
6	Section-V	Bill of Quantities	34

GOVERNMENT OF ODISHA  
DEPARTMENT OF WATER RESOURCES  
OFFICE OF THE SUPERINTENDING ENGINEER  
HEAD WORKS DIVISION, SAMAL, AT/P.O. Samal Barrage Township  
Dist: Angul, Odisha, PIN-759037  
**☎:06760-266315 Email ID – [se.hwd.samal@gmail.com](mailto:se.hwd.samal@gmail.com)**

Letter No.HWD/ Estr. /2026-27/ 4967/WE

/ Dated. 03.07.2026

To

The Director, (Publications)  
I & P.R. Department  
Odisha, Bhubaneswar.

Sub: **Publication of 'e'-Procurement Notice No- SE\_HWD-03/2025-26.**

Sir,

The Bid Identification No- **SE\_HWD-03/2026-27** for **04 (Four)** Nos. of works is enclosed herewith for publication in **Two Nos. of widely published Local Odia daily and One No. of Local English daily** on or before **06.07.2026** with a request to send the complimentary copies of the said newspapers containing the e-Procurement Notice to this office for reference and record. Minimum possible space may be taken to accommodate the contents.

Yours faithfully

**Encl:** - 1. 'e' procurement Notice -1 No  
2. Soft copy of Notice (e-Mail)

sd/-  
Superintending Engineer,  
Head Works Division Samal

**Memo No. 4968**

**/Dated. 03.07.2026**

Copy submitted to the Collector & D.M, Angul for favour of kind information & necessary action.

sd/-  
SUPERINTENDING ENGINEER

**Memo No. 4969<sup>(6)</sup>**

**/Dated. 03.07.2026**

Copy submitted to the Chief Engineer & Basin Manager, Brahmani Basin, Samal / Chief Engineer, JICA Project, BLB, Sukinda, / Chief Engineer, Rengali Right Irrigation Project, Dhenkanal /Addl. Chief Engineer, Rengali Head Works Circle, Samal / Addl. Chief Engineer, Angul Irrigation Circle, Angul / Inspector-in-Charge, Samal Police Station, Samal for favour of kind information & necessary action.

sd/-  
SUPERINTENDING ENGINEER

**Memo No. 4970**

**/Dated. 03.07.2026**

Copy to the Director Monitoring, Office of the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar, to hoist the notice in the authorized Govt. web-site of WR Department <http://www.dowrorissa.gov.in> on or before **06.07.2026**.

sd/-  
SUPERINTENDING ENGINEER

**Encl:** Soft copy of Notice – 1 no

**Memo No. 4971<sup>(6)</sup>**

**/Dated. 03.07.2026**

Copy to the S.E, Rengali Dam Division, Rengali Dam site, Rengali / S.E, Rengali Left Bank Canal Division, Kamakhyanagar/S. E, Rourkela Irrigation Division, Rourkela-4/ S.E, Deogarh Irrigation Division, Deogarh / S.E, Angul Irrigation Division, Angul / A.F.A., Rengali Multiple Project, Samal for information & wide circulation.

sd/-

SUPERINTENDING ENGINEER

**Memo No. 4972**

**/Dated. 03.07.2026**

Copy forwarded to all Sub-Divisional Officers / AEE, Estimator / DAO-I / Head Clerk / Cashier / Notice Board of this division for wide circulation.

sd/-

SUPERINTENDING ENGINEER

**Memo No. 4973**

**/Dated. 03.07.2026**

Copy forwarded to all Odisha Contractors Association, Bhubaneswar, Khorda, 751001 for information.

sd/-

SUPERINTENDING ENGINEER



**GOVERNMENT OF ODISHA**  
DEPARTMENT OF WATER RESOURCES  
OFFICE OF THE SUPERINTENDING ENGINEER,  
HEAD WORKS DIVISION, SAMAL  
INVITATION FOR BIDS (IFB)  
Email ID- se.hwd.samal@gmail.com  
'e'-Procurement Notice No. SE-HWD- 03/2026-27

The Superintending Engineer, Head Works Division, Samal on behalf of Governor of Odisha invites Item Rate bid in single cover system to be received in ONLINE MODE from reputed and experienced manpower service provider for providing Outsourcing Personnel on Department of Water Resources, O/o Superintending Engineer, Head Works Division, Samal who must possess valid labour license for engagement of labour for different works mentioned below. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

1	No of works	:	4(Four) Nos of works
2	Estimated Cost	:	Approximately 6.23 lakhs to 17.52 lakhs
3	Cost of tender paper	:	Rs. 4000.00 to Rs. 6000.00 (Non-refundable)
4	EMD/ Bid Security	:	Rs. 6300.00 to Rs. 17600.00 (Refundable)
5	Class of contractor	:	'Registered firm with valid labour license', EPF and ESI registration certificate
6	Period of Completion of work	:	During the FY 2026-27
7	Date and time of availability of bid Document in the website	:	From 10.00 A.M of Dt. 06.07.2026 to 5.00 P.M. of Dt.15.07.2026 in the website ( <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> )
8	Date, time and place of opening of online tender	:	Dt.17.07.2026 at 11.30 A.M in O/o the Superintending Engineer, Head Works Division, Samal
9	Date, time and place for finalization of tender through Transparent Lottery System (if required)	:	To be intimated later
10	Digital Signature Certificate (DSC)	:	The bidders must possess compatible Digital Signature Certificate (DSC) of Class II or Class III
11	Name and Address of Officer inviting Tender	:	Superintending Engineer, Head Works Division, Samal, AT/P.O. Samal Barrage Township Dist: Angul, Odisha, PIN-759037 Email ID- se.hwd.samal@gmail.com

The bidders have to participate in ONLINE bidding only further details can be seen from the e-Procurement Portal: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in). Any addendum / corrigendum / cancellation of tender can also be seen in the said website.

Sd/-  
Superintending Engineer  
Head Works Division, Samal

**GOVERNMENT OF ODISHA**  
**DEPARTMENT OF WATER RESOURCES**  
**OFFICE OF THE SUPERINTENDING ENGINEER,**  
**HEAD WORKS DIVISION, SAMAL.**  
**AT/P. O: HAKIMPADA, DIST: ANGUL**  
**e-Mail – [se.hwd.samal@gmail.com](mailto:se.hwd.samal@gmail.com)**

**‘e’-Procurement Notice No. SE-HWD-03/2026-27**

The Superintending Engineer, Head Works Division, Samal on behalf of the Governor of Odisha invites Item Rate Bid ONLINE bid in single cover system for the following works listed below, from reputed and experienced manpower service provider for providing Outsourcing Personnel on Department of Water Resources, O/o Superintending Engineer, Head Works Division, Samal who must possess valid labour lincese for engagement of labour for different works mentioned below. The proof of registration from the appropriate authority shall be enclosed along with the Bid.

Sl. No	Name of the Work	Value of work. (Rs.)	Cost of Bid Document (Rs.) (Online)	EMD in Rs.	Period of completion.
1	2	3	4	5	6
01	Labour Supply for electrical Maintenance and sanitary cleaning of SBTS from July 2026 to March 2027.	Rs. 13,04,300.00	Rs. 6000.00	Rs. 13,100.00	223 days
02	Labour Supply for Operation and Maintenance of Samal Barrage of LHR and RHR of RIP, under Head Works Division, Samal from July 2026 to March 2027.	Rs. 7,37,965.00	Rs. 4000.00	Rs. 7,400.00	223 days
03	Labour Supply for Operation and Maintenance of Water Supply system at Samal barrage Township for the Period July 2026 to March 2027.	Rs. 16,83,536.00	Rs. 6000.00	Rs. 16,900.00	223 days
04	Labour supply for Operation and Maintenance of Left Bank Canal from RD 0.00Km to RD 23.00Km including CR & HR Gates under Head Works Division, Samal for Kharif and Rabi Supply.	Rs. 4,42,159.00	Rs. 2000.00	Rs. 4500.00	156 days

**N.B. In the event of the specified date of bid opening being declared as a holiday the officer inviting the Bid, the bids will be opened at the appointed time on the next working day**

1. Bid documents consisting of eligibility criteria, Scope of work, set of terms & conditions of Contract, draft agreement & other necessary documents can be seen in the website: [www.tendersodisha.gov.in](http://www.tendersodisha.gov.in) during the bidding period.

2. The Quoted rate shall not be less than the minimum wages fixed / notified by the Govt. of Odisha from time to time and shall include all statutory obligations. The service charges should not be quoted as **NIL**. If the bidder quotes NIL service charges, the bid shall be treated as non-responsive and will not be considered. The service Charges quoted by the bidder shall be restricted to two decimals. Minimum Service charges shall be 3.85% and it shall not exceed 7% as per Office Memorandum No. 19595/FIN-COD-RULE-001-2018/F., Dt. 11.07.2023.

**3. Bid Security / EMD**

The Bidder shall transfer the required amount of EMD/Bid Security and Cost of Bid document (Non-refundable) online as mentioned for the specified work in column 5 & 6 respectively in the above table through a process as mentioned in DTCN.

6. The tenderer shall upload the scanned copy / copies of the documents and information as per requirement of the bid documents through the e-procurement portal. All documents and scanned copies are to be uploaded in the designated location technical bid (Cover-I) except the filled up intelligent excel sheet. The filled up intelligent bill of quantities in Excel format will be uploaded in the designated location of financial bid (Cover-II). The bidder is required to upload the required documents in appropriate location of Technical and Financial bid failing which the bid will be rejected. All the uploaded documents should be clear and legible. Before activating the submit button the clarity of the document may be ensured by taking out a sample copy. In the e-procurement tendering system the bidder is required only to submit the required information as per bid document instead of submitting the entire bid document. The “online” bidder shall digitally sign on all statements, documents, clarifications uploaded by him owning responsibility for their corrections / authenticity. If any of the information furnished by the bidder is found to be false / fabricated / bogus, the bidder will be black listed and his EMD / Bid Security will be forfeited. **Non submission of required documents, the bid will be treated as non-responsive.**

7. Period of availability of tender On-line/ Date and time of bidding on-line/ Last date of seeking clarification/ Date of opening of tender etc. Details as follows –

Procurement Officer	Bid Identification No.	Availability of tender in the website: <a href="http://www.tendersodisha.gov.in">www.tendersodisha.gov.in</a> for online bidding.		Last date & time for seeking tender clarification	Date & time of opening of tender
		From	To		
1	2	3	4	5	6
Superintending Engineer, Head Works Division, Samal	<b>SE-HWD-03/26-27</b>	<b>06.07.2026 10.00 AM</b>	<b>15.07.2026 5.00 PM</b>	<b>13.07.2026 5.00 PM</b>	<b>17.07.2026 11.30AM</b>

**N.B. In the event of the specified date of bid opening being declared as a holiday the officer inviting the Bid, the bids will be opened at the appointed time on the next working day.**

8. The bid for the work shall remain valid for a period of 90 days from the last date of receipt of bid.

9. The successful bidder shall submit original affidavit, **ISD @ 2% of the contract value** along with other documents in original for verification during drawl of agreement.

10. The selected bidder will have to deposit a **Performance Security (10% of the contract value)**

in the form of e-bank guarantee /Bank Guarantee/TDR/FDR from any scheduled /Nationalized Bank situated within Odisha in favour of **SUPERINTENDING ENGINEER, HEAD WORKS DIVISION, SAMAL.**

11. As Goods and Service Tax has come into force with effect from 01.07.2017, GST as applicable will be paid extra after gross bill amount prepared vide Section-15 and Section-142 (11-C) of Odisha Goods and Service Tax Act 2017.
12. The Addendum/ Corrigendum / Cancellation if any will be hoisted in the website only.
13. All correspondences & information if any required will be sent to the bidders in their provided e-Mail address.
14. The authority reserves the right to cancel any or all the bids without assigning any reasons thereof.

Sd/-  
Superintending Engineer  
Head Works Division, Samal

## SECTION-I

### Instruction to Bidders

#### A. General Information: -

1. Superintending Engineer, Head Works Division, Samal requires the service of reputed, well established, financially sound and registered contractors having valid labour license to provide adequately trained and disciplined man power at Head Works Division, Samal for the work **“Labour Supply for Operation and Maintenance of Samal Barrage of LHR and RHR of RIP, under Head Works Division, Samal from July 2026 to March 2027.”** as per the direction of Officer-in-charge as and when required.

2. The period of contract for providing the aforesaid service will be from **Date of Agreement to March-2027**. The contract period may be extended on mutual consent depending upon the performance of the contractor and at the discretion of the authority. The authority reserves the right to terminate the contract at any time after giving 7 days' notice to the service provider.

3. The interested bidders may visit the location on any working day in the office hours to have a thorough knowledge of the work to be performed before preparation and submission of the bid.

#### B. Submission of Bid: -

The proposal completes in all respect as specified must be accompanied with a non-refundable amount **Rs. 4000.00 (Rupees Four Thousand only)** towards Paper Cost(online) and a refundable amount **Rs.7,400.00 (Rupees Seven thousand four hundred only)** towards EMD (Online) at the time of uploading bid.

The selected bidder will have to deposit a Performance Security (**10% of the contract value**) in the form of Bank Guarantee (As per prescribed format provided in the tender document at **Section - IX** for a period of three months beyond the contract period as its commitment to perform services under the contract.)/TDR/FDR from any scheduled /Nationalized Bank situated within Odisha in favour of **SUPERINTENDING ENGINEER, HEAD WORKS DIVISION, SAMAL**. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance security. **The Performance security shall be released immediately in case of TDR/FDR & for B.G, after three months of completion of the contract period** provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance security. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

#### C. List of Documents for submission

The bidders are required to enclose photocopies of the following documents (self attested) along with the Technical Bid, failing which their bids shall be summarily/ out right rejected and will not be considered any further:

- (a) Application of Technical bid.
- (b) Registration certificate of the applicant organization.
- (c) Valid labour license
- (d) Copy of PAN card
- (e) Copy of the IT return filed for the last three financial years
- (f) Copy of the GST registration certificate
- (g) Certified extracts of Bank Account containing transactions during **last three years**.

- (h) Copies of work orders from the previous organizations towards providing services during last 3(three) years from last date of Bid submission due date if any.
- (i) Undertaking regarding non-blacklisting.
- (j) Undertaking regarding non-pending of any judicial proceedings (On Bidder's letter head)
- (k) No relation certificates

Any deviation from the prescribed procedures / required information / formats/ conditions shall result in out-right rejection of the bid. Any conditional bid shall be out- rightly rejected.

All entries along with the pages in the bid document should be legible, filled-in clearly and signed by the authorized representative. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory should be attached.

The bid shall be valid for a period of **90 days** from the date of opening of the bids and no request for any variation in quoted rates and/withdrawal of bids on any ground by the bidder shall be entertained. Validity of the bids can be extended on mutual consent.

To assist in the analysis, evaluation and computation of bids, the authority may ask the bidders individually for clarification of their bids. The request for clarification and the response shall be in writing but no change in the price or substance of the bid offered shall be permitted.

The bidder having the lowest evaluated financial bid (L-1) would be considered for award of the contract subject to fulfillment of the terms and conditions of the bid documents. In case, the lowest bidder (L-1) is disqualified after selection for any reason, then negotiations will be made with the second lowest (L-2) bidder for award of contract at L-1 price. However, the decision of the authority shall be final during the overall selection process. **In case two or more bidders having lowest evaluated bid (L-1), fulfilled all terms and conditions of bid document, then the bidder will be selected through a transparent Lottery.**

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations.

The service charges should not be quoted as **Nil**. If the bidder quotes nil service charges, the bid shall be treated as non-responsive and will not be considered. **The service charge quoted by the bidders shall be restricted to two decimals.** The service Charges quoted by the bidder shall be restricted to two decimals. Minimum Service charges shall be 3.85% and it shall not exceed 7% as per Office Memorandum No. 19595/FIN-COD-RULE-001-2018/F., Dt. 11.07.2023.

The contractor shall be liable for all kinds of dues payable in respect of manpower deployed / provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel.

**The authority reserves the right to reject any or all bids and terminate the tender process without assigning any reason thereof.**

## SECTION-II

### SCOPE OF THE WORK

1. Superintending Engineer, Head Works Division, Samal requires the service of reputed, well established, financially sound and registered contractors having valid labour license to provide 5 nos of unskilled labour adequately trained and disciplined man power at Head Works Division, Samal for the work **“Labour Supply for Operation and Maintenance of Samal Barrage of LHR and RHR of RIP, under Head Works Division, Samal from July 2026 to March 2027.”** as per the direction of Officer-in-charge as and when required.
2. The contract for providing the aforesaid manpower is likely to commence from **Date of Agreement to March-2027** including weekly holiday. The period of the contract may be further extended beyond .....(completion date) provided the requirement of the office for manpower persists at that time or may be curtailed/ terminated before .....(completion date) owing to deficiency in service or substandard quality of manpower deployed by the selected contractor or because of change in the office’s requirements. The Superintending Engineer, Head Works Division, Samal however, reserves the right to terminate this initial contract at any time after giving **one week’s notice to the selected bidder.**
3. The office of the Superintending Engineer, Head Works Division, Samal has tentative requirement for service of **(5 Nos unskilled labour and 3 nos of Semi Skilled labour)**. The requirements may increase/decrease in any / all the categories.
4. The estimated cost of the contract is **Rs.7,37,965.00 (including Service charges, EPF & ESI etc.)**
5. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
6. All entries in tender form should be legible and filed clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the Authorized signatory may be attached. **No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
7. The Superintending Engineer, Head Works Division, Samal reserves the right to reject any or all bids without assigning any reason thereof.
8. The bidder should be managed by trained support staff to execute and perform the job and work assignment of such nature efficiently. The manpower to be deployed for this purpose should be registered under the bidder and must have the required qualifications, experience & relevant knowledge to perform Outsourcing personnel.
9. The bidder should have an empaneled list of trained/experienced Outsourcing personnel so that un-interrupted and continued services can be provided during the period of contract. The bidder should be able to provide additional man power support whenever required by the authority under the same terms and condition.
10. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by both the party.
11. The manpower deployed for the purpose must have good moral character and cordial attitude and should not reveal the official information to outsiders and must maintain confidentiality.

12. The bidder shall nominate a coordinator who shall be responsible for periodic interaction with the Authority so that optimal services of the persons deployed could be availed without any disruption.
13. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the bidder and it shall be monitored by the bidder on regular basis. These attendance rolls shall be signed by the authorized representative of bidder who shall get it verified from the designated officer.
14. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the bidder and the Authority will in no way be liable for the same. It will be the responsibility of the bidder to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
15. The bidder shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the bidder.
16. The bidder shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The bidder should ensure regular payment of monthly salary to the personnel engaged by the bidder by 10th of the succeeding month after deduction of applicable statutory dues. The bidder should credit the monthly salary of its employees in their respective Bank Account.
17. The engagement of outsourced person shall be purely on contract basis. The Service Provider shall at all times make it absolutely clear to the outsourced personnel hired through them. Any outsourced personnel deputed can be removed at any time by giving notice to bidder and the bidder will have to provide suitable replacement acceptable to Authority within 7 working days.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER**

1. He should be above 18 years of age.
2. No minimum Educational Qualification is required.

**(Prescribed Qualification & Experience of the Manpower)**

Sl. No.	Manpower	Age Limit	Qualification	Work Experience	Remuneration (Minimum Take Home Remuneration)	Job Description
1	Unskilled Labour/ Semi Skilled Labour/ Skilled labour	18 to 60 year	<ul style="list-style-type: none"> <li>• He should have good moral character and must be well behaving to his authority.</li> <li>• He should have speak and write odia language</li> </ul>	He should have 1-3 years' experience	As per the notification of Govt. from time to time	Responsible to carry out orders of authority

**SECTION -III**

**Schedule of Requirement :**

Tentative requirement of Manpower to be deployed for the proposed services given here as under :-

**(To be filled up by the Tender Inviting Authority)**

<b>Sl. No.</b>	<b>Description</b>	<b>Requirement</b>
<b>Manpower</b>		
1	Un-skilled labour (5 Nos)	5 Nos.
2	Semi-Skilled labour(3 Nos)	3 Nos

***[NB: All the scopes are tentative & can be modified as per the requirement of the tender inviting authority. Strike out the service which is not required for the purpose]***

**SECTION – IV**  
**GENERAL TERMS AND CONDITIONS**

1. The Agreement shall likely to commence from **Date of Agreement** and unless it is curtailed or terminated by the Superintending Engineer, Head Works Division, Samal owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
2. The Agreement shall likely to expire on **March-2027** unless extended further by the mutual consent of the Manpower Service Provider and the Superintending Engineer, Angul Irrigation Division, Angul.
3. The Agreement may be extended, on the same terms and conditions or with some additions/deletions /modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Superintending Engineer, Angul Irrigation Division, Angul.
4. The bidder shall not be allowed to transfer, assign pledge or any other agency or organization by whatever name be called without the prior written consent of the Superintending Engineer, Head Works Division, Samal.
5. The Superintending Engineer, Head Works Division, Samal, at present has tentative requirement of 5 Nos. of unskilled labour on urgent basis. The requirement may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required on the same terms and conditions.
6. The bidder will be bound by the details furnished by it to the Superintending Engineer, Head Works Division, Samal while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement it liable for legal action besides termination of the Agreement.
7. The Superintending Engineer, Head Works Division, Samal reserves the right to terminate the Agreement during initial period also after giving **7 days' notice to the bidder.**
08. The persons deployed shall be required to report for work as and when required as per the instructions by the Engineer-in-charge. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, proportionate deduction from the remuneration for one day will be made.
09. The person deployed may be availed a weekly holiday after continuous six working days. If the person called on the weekly holidays to attend duty and shall be paid extra remuneration as per rate approved by this office on attending such duty.
10. The bidder shall nominate a co-ordinator who shall be responsible for immediate interaction with the office of the Superintending Engineer so that optimal services of the persons deployed could be availed without any disruption.
11. The entire financial liability in respect of manpower services deployed in the Office of the Superintending Engineer will in no way be liable. It will be the responsibility of the bidder to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Office of the concerned Superintending Engineer.
12. For all intents and purposes, the bidder shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not any claim whatsoever like employer and employee relationship against the Office concerned.
13. The bidder shall be solely responsible for the re-dressal of grievances or resolution of disputes relating to persons deployed. The office of the Superintending Engineer shall, in no way, be

responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the bidder the deployed person can place their grievance before a Joint Committee consisting of a representative of the Office concerned and an Authorized representative of the Manpower Service provider.

14. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties or for payment towards any compensation.

15. The persons deployed by the bidder shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees during the currency or after expiry of the Agreement.

16. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the bidder shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

17. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision or rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the bidder.

18. The bidder must be registered with the concerned Government Authorities, i.e. Labour Commissioner and a copy of the registration should be submitted. The bidder shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.

19. The bidder shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons.

20. The persons deployed by the bidder should have good police records and no criminal case should be pending against them.

21. The persons deployed should be polite, cordial and efficient while handing the assigned work and their actions should promote goodwill and enhance the image of the office concerned. The bidder shall be responsible for any act of indiscipline on the part of the persons deployed.

22. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the bidder as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

23. The bidder shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different type of worker in respect of the persons deployed by it in the office of Superintending Engineer. The office of Superintending Engineer shall have no liability in this regard.

24. The bidder shall also be liable for depositing all taxes, levies etc. on account of service rendered by it to the office of Superintending Engineer to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the office of the Superintending Engineer.

25. The bidder shall maintain all statutory registers under the Law and shall produce the same, on demand, to the Superintending Engineer, Head Works Division, Samal under Law.

26. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the office of the Superintending Engineer.

27. In case, the bidder fails to comply with any liability under appropriate law, and as a result thereof, the office of the Superintending Engineer is put to any loss/ obligation, monetary or otherwise, the office of the Superintending Engineer will be entitled to get itself reimbursed out of the outstanding bills or the Security Deposit of the bidder, to the extent of the loss or obligation in monetary terms.

28. The Agreement is liable to be terminated because of non- performance, deviation of terms and conditions of contract, non - payment or remuneration of employed persons and non-payment of

statutory dues. The office of the Superintending Engineer will have no liability towards non-payment of remuneration to the persons employed by the bidder and the outstanding statutory dues of the bidder to statutory authorities. If any loss or damage is caused to the office of the Superintending Engineer by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Security Deposit.

29. In case of breach of any terms and conditions attached to this agreement, the security deposit of bidder shall be liable to be forfeited besides annulment of the Agreement.

30. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance Sheet duly verified by the office of the concerned Assistant Executive Engineer in respect of the persons deployed and submit the same to the Superintending Engineer, Head Works Division, Samal in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.

31. The amount of penalty calculated @ Rs. 100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the bidder shall be deducted from its monthly bill in the succeeding month.

32. The Superintending Engineer, Head Works Division, Samal reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.

33. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.

34. All the disputes shall be under the jurisdiction of the court at Angul.

35. In case of any theft or pilferages, loss or other offences, the service provider will investigate and submit the report to the Authority and maintain liaison with the police. FIR will be lodged by the Authority, wherever necessary. If need be, joint enquiry comprising of both the parties shall be conducted and responsibility will be fixed.

37. In case of frequent lapses on the part of the personnel deployed by the bidder, Authority shall be within its right to terminate the contract or take any other action without assigning any reason whatsoever.

38. In the event of any personnel being on leave/absent, the service provider shall ensure suitable alternative arrangements to make up for such absence. If a person leaves the job for any reason, the service provider is liable to provide the suitable replacement within 03 (three) working days.

39. There would be no increase in rates payable to the Service Provider during the Contract period. The service provider will be responsible for deposit of GST and other statutory dues as applicable from time to time and submit the proof of deposit to authority for records. The rates quoted by the bidder are GST mentioned. GST as applicable shall be paid over and above the bill amount.

40. The bidder will have to deposit the remuneration of the deployed manpower for the concerned billing period in their respective bank account through online transfer and submit the details to the authority for necessary records.

41. In case of dispute resolution relating to rights/liabilities arising out of the agreement, the same shall be disposed off at the level of Administrative Departments.

42. Any violation of instructions/agreement or suppression of facts will attract termination of contract with 07 days prior notice to the bidder.

43. The agreement can be terminated by either party by giving 07 days prior notice in advance. If the agency fails to give 07 days prior notice in writing for termination of the agreement, then 07 days wages, etc. and any amount due to the service provider will be recovered by forfeiture of performance security.

44. The contract is liable to be terminated because of non-performance, deviation of any terms and conditions of agreement, non-payment of remuneration of manpower deployed and non-payment of statutory dues. The Authority will have no liability towards non-payment of remuneration to the persons deployed by the Service Provider and the outstanding statutory dues of the service provider to concerned authorities.

45. The successful bidder will have to deposit initial security deposit of @ 2% of the agreement amount at the time of drawal of agreement duly pledged in favour of the **Superintending Engineer, Head Works Division, Samal. In case the bidder failed to submit the required amount, he will be suspended for the time specified in the tender document/ Rule.**

46. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 07 days from date of placing the order the ISD shall stand forfeited without giving any further notice.**

The selected bidder will have to deposit a Performance Security (10% of the contract value) in the form of Bank Guarantee (As per prescribed format provided in the tender document at Section - IX for a period of three months beyond the contract period as its commitment to perform services under the contract.)/TDR/FDR from any scheduled /Nationalized Bank situated within Odisha in favour of **SUPERINTENDING ENGINEER, HEAD WORKS DIVISION, SAMAL**. Failure to comply with the requirements shall constitute sufficient grounds for forfeiture of the Performance security. The Performance security shall be released immediately in case of TDR/FDR & for B.G, after three months of completion of the contract period provided that there is no breach of contract on the part of the qualified bidder. No interest shall be paid on the Performance security. In case, the contract is further extended beyond the initial contract period, the Bank Guarantee will have to be accordingly renewed by the deployed service provider as per the existing terms and conditions of the tender.

47. In case, the contract is further extended beyond the initial period, the Bank guarantee will have to be accordingly renewed by the successful tenders. The amount of performance security deposit is to be determined by the Authority taking into account the contractual obligation of the manpower service provider. **In case the bidder failed to submit the required amount, he will be suspended for the time specified in the tender document/ Rule.**

48. The registered office or one of the branch offices of the Bidder should be located within the jurisdiction of the user Office. Besides, if the Department/ Head of Department/ Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Officer(s).

49. Service charges should not be quoted as Nil. If the bidder quotes nil service charges, the bid shall be treated as non-responsive and will not be considered. **The service charge quoted by the bidders shall be restricted to two decimals.**

50. The successful bidder will enter into an agreement with office of the Superintending Engineer Head Works Division, Samal for supply of suitable manpower as per requirement of the office on the above terms and conditions.

**DOCUMENTS TO BE SUBMITTED BY THE SUCCESSFUL AGENCY  
BEFORE DEPLOYMENT OF MANPOWER**

1. List of Manpower short listed by agency for deployment in Office of the Superintending Engineer, Head Works Division, Samal containing full details i.e., date of birth, marital status, address etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

**AGREEMENT**

This Agreement is made on this ..... day of between Governor of Odisha represented by Superintending Engineer, Head Works Division, Samal, here-in-after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees in one part;

**And**

..... represented by **Sri**  
..... here in after called the bidder which expression shall, where the context so requires or admits, also include its successors or assignees on the other part.

Whereas, the "Authority" desires that the services of "....."  
are required in ..... Office.

And whereas the "bidder" has offered its willingness to the same in conformity with the Provisions of the agreement;

And whereas the "Authority" has finalized the rate as per the terms and conditions of the agreement to the "bidder".

**Now this agreement witnesses as below: -**

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the "Authority" to the "Bidder", the "Bidder" hereby agrees with the "Authority" to provide personnel to be engaged as 5 Nos of "Unskilled Labour & 1 Skilled labour, for the work **Labour Supply for Operation and Maintenance of Samal Barrage of LHR and RHR of RIP, under Head Works Division, Samal from July 2026 to March 2027.**" in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the "bidder" the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.

5. That this agreement is valid up to ...../

6. **IN WITNESS WHEREOF** the parties have caused their respective common seals to be here unto affixed or have here unto set their respective hands and seals on the day and year first written above.

Signature of the Officer  
Authorized to sign  
On behalf of  
Bidder

Signature of the Authority  
An officer acting in the  
premises for and on  
behalf of the  
Governor of Odisha

**In the presence of witness:-**

**Witness**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_

**Witness**

1. Name \_\_\_\_\_  
Address \_\_\_\_\_

2. Name \_\_\_\_\_  
Address \_\_\_\_\_

**SECTION – V**

**TECHNICAL BID**

**COVERING LETTER**

***(BIDDER LETTER HEAD)***

*Samal*

*Date :-*

To

Superintending Engineer  
Head Works Division, Samal

Sub: - Tender for Engagement of different categories of labour /Personnel on outsourcing basis for for the work **“Labour Supply for Operation and Maintenance of Samal Barrage of LHR and RHR of RIP, under Head Works Division, Samal from July 2026 to March 2027..”**

Dear Sir,

I, the undersigned, offer to participate in the tender process to provide services for Manpower in accordance with your Tender Notice No.: **SE-HWD-03/2026-27**. We are hereby submitting our proposal, which includes Bid Proposal sealed in envelopes.

I hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any misinterpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to **90 Days** and I confirm that this proposal will remain binding upon us and may be accepted by you at any time before the validity of the bid.

I, hereby unconditionally undertake to accept all the terms and conditions as stipulated in the bid document. In case any provision of this tender are found violated, then your office shall have the rights to reject our proposal including forfeiture of the earnest money deposit absolutely.

**Name:**

**Address of the Bidder:**

**(FORM – 1)**

1.	Name of the Bidder	
2.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
3.	Name & telephone number of the authorized person signing the bid	Name and Designation:
		Mobile Number:
4.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
		Attach certified copy of statement of A/C for the last 3 years
5.	PAN No. (Attach self attested copy)	
6.	GSTIN (Attach self attested copy.)	
7.	E.P.F. Registration No. (Attach self attested copy.)	
8.	E.S.I. Registration No. (Attach self attested copy.) Attach attested copy)	
9.	Acceptance to all the terms & conditions of the tender (Yes/No).	
10.	Power of Attorney/ authorization letter for signing the of the bid documents	
11.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	

12.	Kindly mention the total number of pages in the tender document.	
-----	--	--

**Financial Turnover of the bidder for the last 3 financial years.(\*)**

Financial Year	Amount (Rs. lacks)	Remarks, if any
2022-2023		
2023-2024		
2024-2025		

*\*from the date of issue of tender*

**Details of the similar type service provided by the bidder in last 3years:**

Sl. No.	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower /Machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						

**DECLARATION (In the form of Affidavit)**

1. I, ....., Son/ ...../  
..... / Proprietor/ Director/ Authorized signatory of the bidder, mentioned above, I am competent to sign this declaration and execute this tender document;
  
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;
  
3. The information/documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/ we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date:  
Place:

Signature of Authorized person  
Full Name :  
Seal :

**DECLARATION (In the form of Affidavit)**

I, Shri Son/Daughter/Wife of Shri \_\_\_\_\_  
, Proprietor/ Director/ Authorized signatory of \_\_\_\_\_  
(Name of the Service Provider), competent to sign this declaration and execute this tender.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

**(Signature of Authorized Representative with seal)**

Place: .....

Date: .....

**Enclosures:**

- a. Copy of tender document (each page must be signed and sealed)
- b. Duly filled Technical Bid and Financial Bid
- c. List of Documents as applicable

**FORM-2**

**UNDERTAKING**

***[On the Stamp Paper of appropriate value in shape of affidavit from the Notary regarding non-blacklisting]***

I, hereby undertake that, our organization has not been blacklisted / debarred by any of the Central / State Government Department/ Office or by any Public Sector Undertaking (PSUs) and not blacklisted by any authority during the recent past.

Yours sincerely,

***Authorized Signature [In full and initials]***

**Name and Designation of the Signatory:**

**Name of the Bidder and Address:**

**FORM-3**

**UNDERTAKING**

***[On the Bidder's Letter Head regarding not have any pending judicial proceedings for any criminal offences]***

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company.

I/we further certify that Proprietor/Director/Persons to be deployed by our company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

***Authorized Signature [In full and initials]***

**Name and Designation of the Signatory:**

**NO RELATION CERTIFICATE**

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

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 Tenderer  
Date:-

List of Relatives of the Tenderer serving in Water Resources Department.

Sl No.	Name of the relatives	Rank	Place of present posting with office / Division / Department
1	2	3	4

- 1.
- 2.
- 3.
- 4.

**CONTRACTOR**

**BANK GUARANTEE FOR PERFORMANCE SECURITY (PS)**

To

.....(name of Employer)

WHEREAS the bid of ----- (name and address of Contractor) (hereinafter called "the Contractor") has been accepted vide letter of acceptance (LoA) No. \_\_\_\_\_ dated \_\_\_\_\_ of \_\_\_\_\_ Superintending Engineer, ----- to execute the work \_\_\_\_\_ [name of work] (hereinafter called "the contract")

AND WHEREAS it has been stipulated by you for the said Contract that the Contractor shall furnish you with a Bank Guarantee by a Nationalized/Scheduled Bank in India, counter guaranteed by its local branch at Bhubaneswar towards Additional Performance Security (APS), for compliance with his obligations in accordance with the conditions of Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee.

NOW THEREFORE we hereby affirm that we are the Guarantors and responsible to you, on behalf of the Contractor, up to a total of Rs \_\_\_\_\_ [amount of guarantee] \_\_\_\_\_ [in words], such sum being payable in the types and proportions of currencies in which the contract price is payable, and we undertake to pay you upon your first written demand declaring the Contractor to be in default under the contract and without cavil or argument, any sum or sums within the limits of \_\_\_\_\_ [amount of guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the Works to be performed there under or of any of the contract documents which may be made between you and the Contractor shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_ i.e. up to 3 (three) months beyond the date stipulated for completion of work. We also agree for extension of this guarantee for a further period in response to the Employer's written request for such extension, which should be presented to us before the expiry of the guarantee.

We \_\_\_\_\_ (Name of Bank) hereby also undertake to have it counter guaranteed by our local branch at Bhubaneswar, \_\_\_\_\_ (name and address of Local Branch at Bhubaneswar, Odisha).

(Signature of the authorized officer of the Bank)

.....

..... Name and designation of the officer

..... Seal, name & address of the Bank and address of the Branch

We \_\_\_\_\_ (name and address of Local Branch at Bhubaneswar, Odisha) are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee depending on the filing of claim and only if it is served upon to us by the employer at our Bhubaneswar Branch by a written claim or demand and received by us at our Bhubaneswar branch on or before Dt. \_\_\_\_\_ (subject to further extension on the Employer's written request for such extension before expiry of this guarantee), otherwise bank shall be discharged of all liabilities under this guarantee thereafter.

(Signature of the authorized officer of the Bank)

.....

..... Name and designation of the officer

.....

Seal, name & address of the Bank and address of the Branch

**BILL OF QUANTITIES**

**ITEM RATE CONTRACT**

<b>Sl. No.</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Units</b>	<b>Estimated Rate</b>	<b>TOTAL AMOUNT Without Taxes</b>
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>
1	Labour for engagement unskilled as on when required -5 Nos	907.000	mandays	566.87	<b>5,14,151.090</b>
2	Labour for engagement semi skilled as on when required -3Nos	357.000	mandays	626.93	<b>223814.010</b>
<b>Total in Figures</b>					<b>Rs.737965.100</b>
<b>Or say</b>					<b>Rs.7,37,965.00</b>