

'e'-Procurement Notice No. SE-AID-5/2026-27



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES**

ANGUL IRRIGATION DIVISION, ANGUL

TECHNICAL BID

FOR THE WORK

**Operation and Maintenance of Derjang Irrigation Project and
Aunli Irrigation Project under Angul Irrigation Division for the
year 2026-27 (for 104 days).**

**SUPERINTENDING ENGINEER
ANGUL IRRIGATION DIVISION
ANGUL**

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GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES,
O/O THE SUPERINTENDING ENGINEER,
ANGUL IRRIGATION DIVISION, ANGUL
e-Mail Id – eeangulirrigation@gmail.com

'e'-Procurement Notice No. SE-AID-5/2026-27

The Superintending Engineer, Angul Irrigation Division, Angul on behalf of the Governor of Odisha invites **bid in single cover** system in **ONLINE MODE** from eligible manpower service provider as detailed below:

1	Name of work	:	Outsourcing of Human Resources for Operation & Maintenance of Derjang, Aunli & Sapua Badjore Irrigation Project under Angul Irrigation Division, Angul for the year 2026-27 (for the period of 104 days).
2	Total No. of Work	:	02(Two) Nos.
3	Estimated Cost put to tender	:	Approximately Rs. 1.77 & 4.25 Lakh
4	Tender Paper Cost	:	Rs.600/- & Rs.2,000/- (Non Refundable)
5	Class of Contractor	:	Manpower Service Provider / Human Resources Supply
6	Period	:	104 days
7	Availability of Bid Documents and receipt of bid through online	:	From 11.00 A.M of 24.07.2026 to 5.00 P.M of 03.08.2026 in the website (www.tendersodisha.gov.in)
8	Date, time & place for opening of online tenders	:	04.08.2026 at 11.00 A.M and onwards in the o/o the SE, Angul Irrigation Division, Angul.
9	Digital Signature Certificate	:	The bidders must possess compatible Digital Signature Certificate (DSC) of Class-II or Class-III
10	Name and Address of Officer Inviting Tender (OIT)	:	Superintending Engineer, Angul Irrigation Division, Angul, At/PO:- Hakimpada, Dist:- Angul, Odisha. e-mail Id- eeangulirrigation@gmail.com

Further details can be seen from the e-procurement portal of Government Odisha at www.tendersodisha.gov.in). Any addendum/corrigendum/cancellation of tender can also be seen in the said site.

Superintending Engineer
Angul Irrigation Division, Angul



**GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE SUPERINTENDING ENGINEER,
ANGUL IRRIGATION DIVISION, ANGUL.
AT/P.O: HAKIMPADA, DIST: ANGUL
e-Mail - eeangulirrigation@gmail.com**

‘e’-Procurement Notice No. SE-AID-5/2026-27

The Superintending Engineer, Angul Irrigation Division, Angul on behalf of the Governor of Odisha invites **ONLINE bid in single cover** system from reputed well established financially sound registered Manpower Agencies/ Service Provider to provide the service of **9 Nos. Un-skilled labour and 1 No. Skilled labour** for financial year 2026-27 with effect from the date of execution of the agreement in terms of Finance Department Circular No. 49134/F Dated 29.11.2010, Water Resources Notification No. 1467 Dated 19.01.2016 and Director Reliable Security & Intelligence Services, Orissa (P) Ltd. Letter No. 1710 dated 08/12/2018 for day to day field works of the Superintending Engineer, Angul Irrigation Division, Angul.

Name of the Procurement office	Name of Work	Bid Id No.	Tender Cost in Lakhs (Appx.)	Bid Security	Cost of Bid Document (Online)	Availability of Tender		Date of Opening	Class of Contractor
						From	To		
01	02	03	04	05	06	07	08	09	10
Superintending Engineer Angul Irrigation Division, Angul	1) Operation and Maintenance of Derjang Irrigation Project and Aunli Irrigation Project under Angul Irrigation Division for the year 2026-27 (for 104 days)	SE-AID-5/2026-27	4.25	4,300/-	2000/-	11.00 A.M of 24.07.26	5.00 P.M of 03.08.26	11.00A.M of 04.08.26	Manpower Service Provide/ Human Resources Supply
	2) Outsourcing of Human Resources for management of day to day activities of Sapua-Badjore Irrigation Project for the year 2026-27 (for 104 days)		1.77	1,800/-	600/-				

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.

- 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 during the bidding period.
- The reputed and experienced manpower service provider / firms / agencies having Labour license, GST, EPF, ESIC should be registered with the appropriate authorities otherwise their bids will be rejected.

3. 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 less than 3.85% as per Govt. of Odisha, Finance Department Office Memorandum No. 19595/F Dtd.11.07.2023. If the bidder quotes less than 3.85% 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 decimal.**

4. The bidder/tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender through mail make an **initial security deposit** in the form of Term Deposit Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** and in no other form including the amount already deposited as earnest money shall be 2% of the value of the accepted tendered amount.

5. **As per Works Department Office Memorandum No. 4559/W, Bhubaneswar dtd.05.04.2021, Additional Performance Security in case of Abnormally Low Bids (ALBs)**, the Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender as per following table in shape of Term Deposit Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018.

As per Works Department Office Memorandum No. 173 /W, Bhubaneswar dtd.03.01.2026 and O&M No.632/W, Bhubaneswar dtd.09.01.2026, the Additional Performance Security shall be taken on incremental basis from the selected bidder for low bid prices in the project works as under

- I. **Where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee/security percentage is required.
- II. **Where the bid price is below 10% but not below 20% of the project cost put to bid**, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. **Where the bid price is 20% or more below of the project cost put to bid**, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.

VI. Justification for abnormally low bids shall be scrutinized by the Department Technical 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. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered an abnormally low bid.

6. If the rate quoted by the S.C/S.T category contractors comes to the rate quoted by the L1 bidder (decimal up to two nos. will be taken for all practical purposes) after availing 10% price preference as per Para-II of Works Department Resolution No. 27748 dt.11.10.1977, the tender shall be finalized by the tender accepting authority through a transparent lottery system along with other categories of contractors.
7. The Bidder shall transfer **online the cost of Bid document** (Non-refundable) amount specified for the works in the table **Col no.-6** above per set towards cost of the bid.
8. If more than one bid is quoted at same price, the tender accepting authority will finalize the tender as per Government Office Memorandum No.1437 dtd.31.01.2023. The tender accepting authority will **finalize the tender through a transparent lottery system to be drawn on dt.11.08.2026 at 11.00 AM in presence of** all bidders/ their authorized representatives.

In the event of the specified date for drawal of lottery being declared a holiday for the officer inviting Bid, lottery will be drawn at the appointed time on the next working day.

9. 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 blacklisted and his EMD / Bid Security will be forfeited. **Non submission of required documents, the bid will be treated as non-responsive.**
10. The bid for the work shall remain valid for a period of 90 days from the last date of receipt of bid.
11. The selected bidder will have to deposit a **Performance Security (10% of the contract value)** in the form of Bank Guarantee/TDR/FDR from any scheduled /Nationalized Bank situated within Odisha in favour of **SUPERINTENDING ENGINEER, ANGUL IRRIGATION DIVISION, ANGUL** before draw of Agreement.
12. 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.
13. The Addendum/ Corrigendum / Cancellation if any will be hoisted in the website only.
14. All correspondences & information if any required will be sent to the bidders in their provided e-Mail address.
15. The authority reserves the right to cancel any or all the bids without assigning any reasons thereof.

Superintending Engineer
Angul Irrigation Division Angul

Memo No. **Dated**

Copy submitted to the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar / Engineer-in-Chief, Procurement, Secha Sadan, Bhubaneswar for favour of kind information and necessary action.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy submitted to the Chief Engineer & Basin Manager, Brahmani Basin, Samal / Chief Engineer & Basin Manager, Brahmani Right Basin, Dhenkanal / Additional Chief Engineer, Angul Irrigation Circle, Angul / Additional Chief Engineer, Rengali Irrigation Circle, Samal for favour of kind information and necessary action.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy submitted to the Head, State Portal Group, Odisha Secretariat, Bhubaneswar for information and necessary action. It is requested to hoist the tender call notice 'e'-Procurement Notice No. SE-AID-5/2026-27 in the official web-site of Govt. of Odisha named <http://www.odisha.gov.in> on or before 11-00 AM dt.24.07.2026.
Encl: One soft copy.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy submitted to the Director, Monitoring & Evaluation, office of the Engineer-in-Chief, Water Resources, Odisha, Bhubaneswar with a request to display the above tender call notice in the authorized Govt. web-site of Water Resources Department named www.dowrodisha.gov.in on or before 11-00 AM dt.24.07.2026.

Encl: One soft copy.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy to the Superintending Engineer, Quality Assurance Division, Samal / Superintending Engineer, Head Works Division, Samal / Executive Engineer, R&B. Division, Angul / Executive Engineer, R.W. Division, Angul / Superintending Engineer, Minor Irrigation Division, Angul / Executive Engineer, P.H. Division, Angul/ Executive Engineer, Lift Irrigation Division, Angul / All Sub-Divisional Officers under Angul Irrigation Division, Angul / District Contractor's Association, Angul / Dhenkanal / All Odisha Contractor's Association for information and necessary action.

Superintending Engineer
Angul Irrigation Division, Angul

Memo No. **Date :**

Copy to Divisional Accounts Officer / Estimator / Head Clerk / Divisional Cashier / Steno for information and necessary action.

Copy to Notice Board.

Superintending Engineer
Angul Irrigation Division, Angul

SECTION-I

Instruction to Bidders

A General Information:-

1 Superintending Engineer, Angul Irrigation Division, Angul requires the service of reputed, well established, financially sound and registered Service Providers to provide adequately trained and disciplined manpower at **Derjang Irrigation Project & Aunli Irrigation Project** as per the requirement.

2 The period of contract for providing the aforesaid service will be **for 104 days from the date of commencement after drawl of Agreement**. The contract period may be extended on mutual consent depending upon the performance of the Service Provider 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 complete in all respect as specified must be accompanied with a Non-refundable amount **Rs.2,000.00 (Rupees TwoThousand only)** towards **Paper Cost (online)** at the time of uploading bid. All participating bidder shall submit EMD/Bid Security through **online mode** specified for the works in the table Col- 05 above as part of its bid as mentioned in the detailed tender call notice.

4. The bidder/tenderer whose tender is selected for acceptance shall within a period of seven days upon intimation being given to him of acceptance of his tender through mail make an **initial security deposit** in the form of Term Deposit Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** and in no other form including the amount already deposited as earnest money shall be 2% of the value of the accepted tendered amount.

5. **As per Works Department Office Memorandum No. 4559/W, Bhubaneswar dtd.05.04.2021, Additional Performance Security in case of Abnormally Low Bids (ALBs)**, the Additional Performance Security (APS) is being obtained from the Successful Bidder when the Bid amount is less than estimated cost put to tender as per following table in shape of Term Deposit

Receipt / N.S.C. / Post Office Savings Bank Account / Post Office Time Deposit Account / Kisan Vikash Patra / Bank Guarantee pledged in favour of Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar / in shape of e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution portal **as per Works Department Office Memorandum No. 1499/W, dtd.01.02.2023** within seven days of issue of Letter of Acceptance (LoA) by the Divisional Officer (by e-Mail) to the successful bidder otherwise the bid of the successful bidder shall be cancelled and the Earnest Money Deposit / Bid Security shall be forfeited. Further, proceeding for Blacklisting shall be initiated against the bidder as per amendment to Para 3.5.5 (v) of OPWD Code, Volume-I vide Works Department Office Memorandum No. 14459/W dated 20.09.2018.

As per Works Department Office Memorandum No. 173 /W, Bhubaneswar dtd.03.01.2026 and O&M No.632/W, Bhubaneswar dtd.09.01.2026, the Additional Performance Security shall be taken on incremental basis from the selected bidder for low bid prices in the project works as under

- I. **Where the bid price is below 0% but not below 10% of the project cost put to bid**, no additional performance guarantee/security percentage is required.
- II. **Where the bid price is below 10% but not below 20% of the project cost put to bid**, the additional performance guarantee/security percentage shall be incremented by 0.1% for every percentage of bid price below 10% of the project cost put to bid starting at 11% with the additional bid performance guarantee being 0.1% and this additional performance guarantee percentage shall be applied on the bid price;
- III. **Where the bid price is 20% or more below of the project cost put to bid**, the additional performance guarantee percentage shall be incremented by 0.2% for every percentage of bid price below 20% of the project cost put to bid in addition to 1% of the bid price and this additional performance guarantee percentage shall be applied on the bid price;
- IV. The additional performance guarantee percentage shall be rounded off to the next lower percentage based on whether the decimal point of the percentage of bid price is below 0.5% or next higher percentage based on whether the decimal point of the percentage of bid price is 0.5% or more.
- V. The additional performance security shall be treated as part of the performance security.
- VI. Justification for abnormally low bids shall be scrutinized by the Department Technical 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. However, it would not be advisable to fix a normative percentage below the estimated cost, which would automatically be considered an abnormally low 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 **Annexure- 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, ANGUL IRRIGATION DIVISION, ANGUL**. 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 tendering Manpower Service providers 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 organisation.
- (c) The reputed and experienced manpower service provider/ firms/ agencies having Labour license, GST,EPF,ESIC should be registered with the appropriate authorities” instead of Registration under Odisha Private Security Agencies Rule 2009, Home Department.
- (d) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Angul district.
- (e) Bid Security online deposit receipt.
- (f) Copy of PAN card
- (g) Copy of the IT return filed for the last three financial years
- (h) Copy of EPF Certificate and last deposit challan
- (i) Copy of ESI Registration certificate
- (j) Copy of the GST registration certificate
- (k) Certified extracts of Bank Account containing transactions during **last three years**.
- (l) Copies of work orders from the previous organizations towards providing services during last 3(three) years from last date of Bid submission due date.
- (m) Undertaking regarding non-blacklisting (on Stamp paper)
- (n) Undertaking regarding non-pending of any judicial proceedings (On Bidder’s letter head)
- (o) No relation certificate

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 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 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 less than 3.85%** as per Govt. of Odisha, Finance Department Office Memorandum No. 19595/F Dtd.11.07.2023. If the bidder quotes less **than 3.85%** the bid shall be treated as non-responsive and will not be considered. The procuring entity can also fix the service charge above 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case. **The service Charges quoted by the bidder shall be restricted to two decimal.**

The service provider 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. The Superintending Engineer, Angul Irrigation Division, Angul requires the services of reputed, well established and financially sound Manpower Service Provider to provide service of (Six nos. of un-skilled labour & One no. of Skilled labour) on outsourcing basis for day to day field work i.e watch and ward of the canal for any mishap, pushing of water to tail end of the canal and any other work to be provided by Authority from time to time.
2. The contract for providing the aforesaid manpower is for 104 days from the date of commencement after drawl of agreement 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 Service Provider or because of change in the office's requirements. The Superintending Engineer, Angul Irrigation Division, Angul however, reserves the right to terminate this initial contract at any time after giving one week's notice to the selected Service provider.
2. The office of the Superintending Engineer, Angul Irrigation Division, Angul has tentative requirement for service of (Six nos. of un-skilled labour & One no. of Skilled labour). The requirements may increase/decrease in any / all the categories.
3. The estimated cost of the contract is Rs.4,25,172.00 (including EPF, ESI & Service charges etc.)
4. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**
5. 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.
6. The Superintending Engineer, Angul Irrigation Division, Angul reserves the right to reject any or all bids without assigning any reason thereof.
7. The manpower service provider 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 service provider and must have the required qualifications, experience & relevant knowledge to perform Outsourcing personnel.
8. The manpower service provider should have an empanelled list of trained/experienced Outsourcing personnel so that un-interrupted and continued services can be provided during the period of contract. The service provider should be able to provide additional man power support whenever required by the authority under the same terms and condition.

9. 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.
10. 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.
11. The service provider 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.
12. The attendance rolls for the personnel deployed by the Service Provider at the premises of Authority shall be provided by the Manpower Service Provider and it shall be monitored by the Service Provider on regular basis. These attendance rolls shall be signed by the authorized representative of Manpower Service Provider who shall get it verified from the designated officer.
13. The entire financial liability in respect of manpower services deployed in the Authority's location shall be that of the Manpower Service Provider and the Authority will in no way be liable for the same. It will be the responsibility of the manpower Service Provider to pay to the person deployed a sum not less than the proposed monthly remuneration as mentioned in the financial bid.
14. The Manpower Service Provider 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 Manpower Service Provider.
15. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to the persons deployed at the Authority's location. The service provider should ensure regular payment of monthly salary to the personnel engaged by the service provider by 10th of the succeeding month after deduction of applicable statutory dues. The service provider should credit the monthly salary of its employees in their respective Bank Account.
16. 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 the Service Provider and the Service Provider 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 year 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 / Skilled Labour	18 to 65 year	• He should have good moral character and must be well behaving to his authority. • He should have speak and write odia language	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)

Sl. No.	Description	Requirement
Manpower		
1	Un-skilled labour	6 Nos.
2	Skilled labour	1 No.

[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 the date of commencement after drawl of agreement and unless it is curtailed or terminated by the Superintending Engineer, Angul Irrigation Division, Angul 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 completion of **104 days** from the date of execution of agreement 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 Manpower Service Provider 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, Angul Irrigation Division, Angul.
5. The Superintending Engineer, Angul Irrigation Division, Angul, at present has tentative requirement **of 7 Nos. of field staffs(6 un-skilled & 1 Skilled 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 Manpower Service Provider will be bound by the details furnished by it to the Superintending Engineer, Angul Irrigation Division, Angul 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, Angul Irrigation Division, Angul reserves the right to terminate the Agreement during initial period also after giving **7 days notice to the Manpower Service Provider.**
08. The persons deployed shall be required to report for work at **6.00 AM to 2.00 PM, 2.00 PM to 10.00 PM & 10.00 PM to 6.00 AM on 8.00 Hour rotation basis** under such Officer as may have been kept in charge of the **Derjang Irrigation Project & Aunli Irrigation Project** and may also wish to work beyond 8.00 Hours for which he would not be paid any extra remuneration. 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 Manpower Service Provider 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 manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider.
18. The Manpower Service Provider must be registered with the concerned Government Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration should be submitted. The Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

20. The persons deployed by the Manpower Service Provider 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 handling the assigned work and their actions should promote good will and enhance the image of the office concerned. The Manpower Service Provider 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 manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

23. The Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same on demand to the Superintending Engineer, Angul Irrigation Division, Angul 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 Manpower Service Provider 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 Manpower Service Provider 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 Manpower Service Provider and the outstanding statutory dues of the service provider 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 Manpower Service Provider 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, Angul Irrigation Division, Angul 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 claims in bills regarding Employees State Insurance, Provident Fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished at the discretion of the office of the Superintending Engineer.

32. 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 Manpower Servicer Provider shall be deducted from its monthly bill in the succeeding month.

33. The Superintending Engineer, Angul Irrigation Division, Angul 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.

34. 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.

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

36. 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 service provider, 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 EPF, ESI, 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 Service Provider 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 Service Provider.
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 drawl of agreement** duly pledged in favour of the **Superintending Engineer, Angul Irrigation Division, Angul. 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 **Annexure - 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, ANGUL IRRIGATION DIVISION, ANGUL**. 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 manpower service provider 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. 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 less than 3.85%** as per Govt. of Odisha, Finance Department Office Memorandum No. 19595/F Dtd.11.07.2023. If the bidder quotes less **than 3.85%** the bid shall be treated as non-responsive and will not be considered. The procuring entity can also fix the service charge above 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case. The service Charges quoted by the bidder shall be restricted to two decimal.

50. The successful bidder will enter into an agreement with office of the Superintending Engineer Angul Irrigation Division, Angul 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, Angul Irrigation Division, Angul, 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, Angul Irrigation Division, Angul , 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
“Manpower Service Provider” 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 “Manpower Service Provider” 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 “Manpower Service Provider”.

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 “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as **“Unskilled Labour & Skilled Labour” in the Derjang Irrigation Project & Aunli Irrigation Project** in conformity with the provisions of the Terms and Conditions .

3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” 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
Manpower Service Provider

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 _____

**GOVERNMENT OF ODISHA
FINANCE DEPARTMENT**

No. 19595 /F., Date 11-07-2023
FIN-COD-RULE-0001-2018

OFFICE MEMORANDUM

Sub.: Rate of Service Charge in Outsourcing of Services.....reg.

As no minimum rate of service charge has been prescribed, bidders are quoting zero or negligible service charge in respect of outsourcing of services. Hence, many a time, references are being received from various quarters for clarification in this matter.

2. In the meantime, Department of Expenditure, Ministry of Finance, Government of India has fixed the minimum rate of services charge vide OM No F.6/1/2023-PPD dated 06.01.2023.

3. Now, the State Government has been pleased to fix the following rate of service charge in outsourcing of services:

- a. The minimum service charge shall be 3.85% (3% profit plus transaction charge);
- b. The procuring entity can also fix the service charge above 3.85% with proper justification, whenever required. However, such charge should not exceed 7% in any case.

4. These instructions shall be deemed to be part of Odisha General Financial Rules.

This shall be effective from the date of issue.

By orders of the Governor,


Principal Secretary to Government

Memo No 19596 /Fin Date 11.07.2023

Copy of the Office Memorandum forwarded to Principal Secretary to Hon'ble Governor/ PS to Hon'ble Chief Minister / PS to Hon'ble Minister Finance / PS to all Hon'ble Ministers / Ministers of State / OSD to Chief Secretary / PS to DC-cum-ACS / PS to Principal Secretary, Finance /Accountant General (A&E) / Accountant General (Civil Audit) Deputy AG (Works) Odisha Puri for information.

Memo No 19597 /Fin Date 11.07.2023 Deputy Secretary to Government

Copy of the Office Memorandum forwarded to PS to Additional Chief Secretaries / Principal Secretaries / Commissioner-cum-Secretaries, all Departments for kind information of Additional Chief Secretaries / Principal Secretaries, / Commissioner-cum-Secretaries.

Memo No 19598 /Fin Date 11.07.2023 Deputy Secretary to Government

Copy of the Office Memorandum forwarded to All Heads of Department / All Collector / All Treasury Officers / All Sub-Treasury Officers / Director, Madhusudan Das Regional Academy of Financial Management, Chandrasekharapur, Bhubaneswar / Director Gopabandhu Academy of Administration Bhubaneswar / Registrar of all Universities for information & necessary action.

Memo No 19599 /Fin Date 11.07.2023 Deputy Secretary to Government

Copy of the Office Memorandum forwarded to all officers / All Branches / Guard file (5 copies) of Finance Department for information.

Memo No 19600 /Fin Date 11.07.2023 Deputy Secretary to Government

Copy of the Office Memorandum forwarded to Head Portal Group, IT Centre, Secretariat Odisha, for information and necessary action. It is requested to take steps for hoisting of the Office Memorandum in Government of Odisha website www.Odisha.gov.in, Finance Department, for general information.

Deputy Secretary to Government

SECTION – V
TECHNICAL BID

COVERING LETTER

(BIDDER LETTER HEAD)

Angul

Date :-

To

Superintending Engineer
Angul Irrigation Division, Angul

Sub: - Tender for **Operation and Maintenance of Derjang Irrigation Project and Aunli Irrigation Project under Angul Irrigation Division for the year 2026-27 (for 104 days)**

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-AID-5/2026-27**. 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. lakhs)	Remarks, if any
2022-23		
2023-24		
2024-25		

**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)

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.

Authorized Signature [In full and initials]

Annexure-IX

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 Performance Security (PS), 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

SECTION-VI
BILL OF QUANTITIES