GOVERNMENT OF ODISHA

DEPARTMENT OF WATER RESOURCES

OFFICE OF THE EXECUTIVE ENGINEER
PODAGADA DAM DIVISION
AT/PO: KHATIGUDA, DIST: NABARANGPUR

e-PROCUREMENT

BID DOCUMENT (TECHNICAL)

FOR THE WORK

Deployment of security personnel at different vital points of Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda for seven calendar months/ 212 days.

BID IDENTIFICATION NO: EEPDD-05(01/01)/2026-27

Executive Engineer
Podagada Dam Division
Khatiguda

CONTENTS

Sl. No.	ITEMS	PAGE NO.
1	e-PROCUREMENT NOTICE	05
2	DETAILED TENDER CALL NOTICE	14
3	INFORMATION AND INSTRUCTION TO BIDDERS	26
4	SCOPE OF WORK	38
5	GENERAL TERMS AND CONIDITIONS	39
6	CONDITIONS OF CONTRACT	51
7	FORM OF AGREEMENT FOR SECURITY SERVICE	61

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER
PODAGADA DAM DIVISION
AT/PO-KHATIGUDA, DIST-NABARANGPUR, PIN-764085
Email I.D- eepodagadadam@gmail.com

PAPER PUBLICATION NOTICE

e-Tender Call Notice No.: - EEPDD-05(01)/2026-27, Dated: -13.10.2026

No.-EEPDD-Estm. /2026- _____ /Date: -

To

The Deputy Director of Information & Public Relations (Advt.)
and Deputy Secretary to Government,
Information & Public Relation Department, Odisha,
Bhubaneswar.
E-Mail: - ipr.advt@gmail.com

Sub: Publication of e-Tender Call Notice No. **EEPDD-05(01)/2026-27, Dated: 13.10.2026**

Sir,

The e-Procurement Notice No. **EEPDD-05(01)/2026-27, Dated: -13.10.2026** of this Division is enclosed herewith for kind information and necessary action. It is requested for publication in **One Odia Daily Leading News Paper and One National English News Paper on or** before Dt: **20.10.2026** for wide publication of the notice. The tender for the same will also be available in the official e-procurement web site **www.tendersodisha.gov.in** . Date & time of availability of bid documents in the portal is **from Dt. 21.10.2026 (11:00 A.M.) to Dt. 04.11.2026 (05:00 P.M.).** The tender for the same will also be available in Office of The Executive Engineer, Podagada Dam Division, Khatiguda.

Action may please be taken to consume the minimum possible space for the publication.

A complimentary copy of the same may be sent to this office for making necessary payment.

Bid documents consist of the schedule of quantities and the set of terms & Conditions of contract and all other details can be seen from the office of the undersigned & issuing the tender documents during the office hours every day except on Sunday and public holidays till last day of sale of tender papers.

Encl: 1. e-Tender Call Notice No. **EEPDD-05(01)/2026-27, Dated: -13.10.2026**

Yours faithfully,

Executive Engineer
Podagada Dam Division
Khatiguda

GOVERNMENT OF ODISHA
DEPARTMENT OF WATER RESOURCES
OFFICE OF THE EXECUTIVE ENGINEER
PODAGADA DAM DIVISION
AT/PO-KHATIGUDA, DIST-NABARANGPUR, PIN-764085
Email I.D- eepodagadadam@gmail.com

PAPER PUBLICATION NOTICE

e-Tender Call Notice No.: - EEPDD-05(01)/2026-27, Date: - 13.10.2026

Bid Documents consisting of work, Estimated Cost of bid document, time of completion, Class of Contractors and the set of terms and conditions of contract and other necessary documents can be seen in Govt. Website i.e. www.tendersodisha.gov.in .

1. Name of the Work		Service Providers
2. No. of Works		01 (One) Number
3. Estimated cost		**Rs. 1,10,66,697/- (Excluding GST)**
4. Eligibility of the bidders		Registered & licensed security service agencies as per Detail Tender Call Notice.
5. Period of completion		212 (Two Hundred Twelve) Days
6. Date of Clarification		21.10.2026 to 31.10.2026 Only During Office Hour
7. Time for receipt of bid in the portal		From 21.10.2026 (11.00 AM) to 04.11.2026 (up to 5:00 P.M)
8. Date & place of opening of the bids on-line		05.11.2026 (11:00 A.M) O/o The Executive Engineer, Podagada Dam Division, At/Po: Khatiguda, District: Nabarangpur, Pin- 764085, Odisha
9. Name and address of the Tender Inviting Authority (TIA)		Executive Engineer Podagada Dam Division, At/Po: Khatiguda, District: Nabarangpur, Pin- 764085, Odisha

Further details can be seen from the e-procurement portal http://tendersodisha.gov.in

Executive Engineer
Podagada Dam Division
Khatiguda

INVITATION FOR BIDS (IFB)
GOVERNMENT OF ODISHA
OFFICE OF THE EXECUTIVE ENGINEER
PODAGADA DAM DIVISION, AT/PO: KHATIGUDA
DIST.: NABARANGPUR (ODISHA), PIN-764085

E-Mail Id: eepodagadadam@gmail.com

No.-EEPDD-Estm. /2026-_____/Date:13.10.2026

e-Procurement Notice

e-Tender Call Notice No.- EEPDD- 05(01)/2026-27, Dt: -13.10.2026

01. The Executive Engineer, Podagada Dam Division, Upper Indravati Dam Circle, At/Po: Khatiguda, Dist.: Nabarangpur (Odisha) on behalf of Hon'ble Governor of Odisha invites on-line **Percentage Rate bid** through e-procurement **in Double Cover System** for the works as mentioned below, through website in the prescribed form to be eventually drawn in P.W.D. Form No. P1 (Percentage Rate of Tender). The bid should be submitted by the eligible class of contractors as mentioned below registered with State Governments & contractors of equivalent grade / class registered with Central Government / MES / Railways through On-line in the Govt. website www.tendersodisha.gov.in. The bidders should have necessary portal enrolment (with own Digital Signature Certificate). The registered bidders outside of Odisha State can also participate in this on-line tender process after necessary portal enrolment but shall have subsequently undergo registration with appropriate authority of the Odisha State Govt. before signing of the agreement. The bidders registered outside the State are required to submit an undertaking in the form of an affidavit, that they are not registered under the GST Act 2017 in the State of Odisha as they have not started any business in the State and they have no liabilities under the Act. But successful bidder has to produce GSTIN Registration before signing of agreement. The bidders may submit their bids for the following works.

Sl. No.	Bid Identification No.	Name of work	Value of works (Rupees) Excluding GST	Cost of Bid Document (in Rs.) Non-Refundable	EMD Amount (Bid Security) in Rs.	Period of Completion	Date of availability and receipt of tender paper	Class of Contractor
1	2	3	4	5	6	7	8	9
1	EEPDD-05(01/01)/2026-27	Deployment of security personnel at different vital points of Podagada Dam Division Upper Indravati Dam Circle, Khatiguda for seven calendar months/ 212 days.	Rs. 1,10,66,697/-	Rs. 10,000/-	Rs. 1,11,000/-	212 (Two Hundred Twelve) Days	From 21.10.2026 (11:00 A.M) to 04.11.2026 up to (5.00 PM)	Registered & licensed security service agencies

02. **Procurement Details**: Period of availability of tender On-line/ date of time of bidding on-line/ date of opening of tender paper, Details as follows

(i)	Procurement officer	:	Executive Engineer, Podagada Dam Division, Khatiguda, Dist. Nabarangpur, Odisha.
(ii)	e-Procurement Notice No.	:	EEPDD- 05(01)/2026-27, Dt: -12.10.2026
(iii)	Availability of bid documents in the portal	:	**21.10.2026 (11:00 A.M) to 04.11.2026 (5.00 PM)**
(iv)	Receipt of bids on-line in the portal	:	**21.10.2026 (11:00 A.M) to 04.11.2026 (5.00 PM)**

(vi)	Date & Place of Opening of the Technical Bid (Cover-I) on-line (For Double Cover)	:	**Date**: 05.11.2026 (11:00 A.M.) **Place**: O/o Executive Engineer, Podagada Dam Division, Khatiguda.
(vi)	Date & Place of Opening of the Financial Bid (Cover-II) on-line (For Double Cover)	:	After evaluation of Technical Bid, the date of the opening of the price bid will be communicated to the Technically qualified bidders.

PARTICULARS OF TENDER (01/01)

1.	Name of work	:	**Deployment of security personnel at different vital points of Podagada Dam Division Upper Indravati Dam Circle, Khatiguda for seven calendar months/ 212 days.**
2.	Bid Identification No.	:	**EEPDD-05(0 1 / 0 1) / 2026-27**
3.	Class of contractor	:	**Registered & licensed security service agencies**
4.	Value of work.	:	**Rs. 1,10,66,697/- (Excluding GST)**
5.	Time for completion	:	**212 (Two Hundred Twelve) Days**
6.	Cost of tender paper	:	**Rs. 10,000/- (non-refundable) should transfer through** online payment mode / payment gateway of designated Bank. The scanned copy of Electronic Receipt of Paper cost amounting to **Rs.10,000/-** will be uploaded in website at the time of submission of Bid.
7.	EMD required	:	Bid must be accompanied by security amount of Rs**.1,11,000/-** duly transferred through online payment mode / payment gateway of designated Bank. The scanned copy of Electronic Receipt of E.M.D. will be uploaded in website at the time of submission of Bid with the tender paper.
8.	Mode of transmission of tender.	:	Tender should be submitted On-line in the web site www.tendersodisha.gov.in
9.	Period of availability of tenders On-line / date and time of Bidding On-line / Last date of seeking clarification (21.10.2026 to 31.10.2026) /date of opening of tender papers.: **Details as follows.**		

Procurement officer	Bid Identification No.	Availability of tender On – line for Bidding.		Date & place of opening Of Technical Bid online.
		From	To	
1	2	3	4	5
Executive Engineer, Podagada Dam Division, Khatiguda, Dist. Nabarangpur, Odisha.	e-Procurement Notice No. EEPDD-05(01) / 2026-27	21.10.2026 (11.00 A.M)	04.11.2026 (05.00 P.M.)	05.11.2026 (11:00 A.M.) O/o Executive Engineer, Podagada Dam Division, Khatiguda, Dist. Nabarangpur, Odisha.

03. The Bidder must possess **Compatible Digital Signature Certificate (DSC).** Bids shall be submitted only on "On-line" from **Dt. 21.10.2026 at 11.00 AM to Dt. 04.11.2026 at 5:00 PM** for the work mentioned in the above table in the Office of the Executive Engineer, Podagada Dam Division, Khatiguda, Dist. Nabarangpur, Odisha. Each set of bid document contains both technical bid (Cover-I) and Financial Bid (Cover-II).

The Technical Bid (Cover-I) shall be opened/downloaded on **Dt. 05.11.2026 at 11:00 AM** in the office of the Executive Engineer, Podagada Dam Division, Khatiguda, Dist. Nabarangpur,

Odisha in presence of Tender Evaluation Committee Members & Bidders or their authorized representatives who wish to attend. If downloading of uploaded documents is not completed on the same day, it will continue on the next day. Bidders who participate in the bid can witness the opening of bids after logging on to the site through their DSC. If it happens to be a holiday on the stipulated date of opening of Bids as specified, the bids will be opened on the next working day at the same time and venue.

After evaluation of Technical Bids (Cover - I), the bidders who are technically qualified shall be eligible for opening of Financial Bid (Cover - II). The date and time of opening of financial bid (Cover - II) will be intimated to the concerned bidders through their e-mails and letter.

04. **Date of Clarification:** The bidders desire of participating in the tender can seek clarification through on-line from **Dt. 21.10.2026 to Dt. 31.10.2026 during office hour**. The official e-mail Id of the Executive Engineer, Podagada Dam Division, Khatiguda, Dist. Nabarangpur, Odisha is eepodagadadam@gmail.com
For any other modification in the above tender, if required, under unavoidable circumstances, necessary corrigendum to the tender will be made available in the websites: www.tendersodisha.gov.in .

05. Bid document consisting of qualification, information and eligibility criteria of bidders, plans, specification and schedule of quantities of the work is available in web site www.tendersodisha.gov.in and the set of terms and conditions of contract and other necessary documents can be seen in the web-site till last date of sale and receipt of tender papers. Interested tenderer may obtain further information at the web site www.tendersodisha.gov.in.

06. The bids for the works shall remain open for acceptance for a period of 90 days from the last date of on-line bidding. If any bidder withdraws his bid before the said period or makes any modification in the terms and condition of the bid, the E.M.D./Bid Security furnished shall stand forfeited.

07. No Engineer of Gazette rank or other Gazette officer employed in Engineering or Administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission.

08. As per Department of water Recourses Govt. of Odisha vide No-8631 dtd. 20.03.2024 and Odisha Govt. Works Dept. OM No. 16 Dt. 01.012015 implies that When in response to notice inviting tender, no bid is received, it is technically no tender. In such eventually, when in 2nd time tender, there will be single responsive bid, technically it will be considered as a single tender in 1st time tender. Accordingly, the tender is not to be considered and the tender inviting authority shall go for re-tender. If single tender is received, even after retendering then the approval of the next higher authority should be obtained, if the tender is otherwise in order and acceptable.

09. **Mode of submission of tender:** Tender should be submitted on-line in www.tendersodisha.gov.in .

    a. The bidder has to deposit Cost of Tender Paper (BID Cost) and Earnest Money Deposit (EMD/BID Security) on submission of bids through online only by a process as per works Department office Memorandum vide letter no 17254 Dated 05.12.2017 as mentioned under DTCN which will be carried out through a single banking transaction by the bidder for multiple payments.
    b. **EMD/BID SECURITY**: The Bidders shall transfer the amount towards EMD (Bid Security) as specified against the work in table Column No.6 through online payment mode / payment gateway of designated Bank. As per memorandum No.17254/ W/ Dtd. 05.12.2017, Memorandum No.1499/ W/ Dtd. 01.02.2023 of Works Department Govt. of Odisha and OM No. WORKS-FA-MISCSB-0003-2026-4909/W, dtd. 12.03.2026.
    c. **BID COST:** The Bidders shall transfer the amount towards cost of Bid documents as

specified against the work in table Column No.5 through online payment mode / payment gateway of designated Bank.

d. Designated Banks **(SBI / ICICI Bank / HDFC Bank)** payment gateway is being integrated with e- Procurement portal of Government of Odisha (https://tendersodisha.gov.in).

e. The Designated Banks participating in Electronic Receipt, Accounting and Reporting of Cost of Tender Paper and Earnest Money Deposit on submission of bids will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-Receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

f. A bidder shall make electronic payment using his/her internet banking enabled account with designated Banks or their aggregator banks. A bidder having account in other Banks can make payment using NEFT/RTGS facility of designated Banks.

g. Only those Bidders who successfully remit their cost of Tender paper and Earnest Money Deposit on submission of Bids would be eligible to participate in the tender/ bid process. The Bidders with pending or failure payment status shall not be able to submit their Bid. Tender Inviting Authority (TIA), State Procurement Cell (SPC), National Informatics Centre (NIC), Nodal Officer e-procurement and designated Banks shall not be held responsible for such Pendency and failure.

h. Bid submission: Only after receipt of intimation at the e-Procurement portal regarding successful transaction by bidder the system will activate the **'Freeze Bid Submission'** button to conclude the bid submission process System generated acknowledgement receipt for successful bid submission**:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of '**Bid ID**' generated in the acknowledgement receipt for tracking their bid status.

10. For a particular work a bidder can submit only one tender paper. Submission of more than one tender paper by a bidder for a particular work will be liable for rejection of all such tender.

11. If more than one bid is quoted (decimal up to two numbers will be taken for all practical purposes), either at the estimated cost put to tender or less than the estimated cost put to tender, the tender accepting Authority will finalize the tender through a transparent lottery system, where all the concerned bidders/their authorized representatives, the concerned SE/EE of the concerned Division and Divisional Accounts Officer (DAO) will remain present.

If Required, Date of lottery will be intimated later for all works of the Notice No. EEPDD- 05(01)/2026-27 **in office Chamber of the under signed** failure to attend the lottery personally or through representative will lose to claim or complain in future regarding the transparency of drawl of the lottery. After the lottery system the eligible bidders are requested to collect their intimation letters in this regard from the Division Office during working hours positively and no claim in future regarding non receipt of intimation letters will be entertained.

A. The successful bidder will have to be produce labour license within 15 days of receipt of the work order/ Letter of acceptance.

12. In pursuance to the Govt. of Odisha Works Dept. Office Memorandum No. 4559 dt: 05.04.2021, **Additional Performance Security** shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the APS in the rates as noted below:

- Amended vide O.M. No.173 Dt.03.01.2026, O.M. No.632 dtd.09.01.2026 & O.M. No.17941 Dt.08.10.2026 of Works Dept., Govt. of Odisha to fix the following rate of Additional Performance Security (APS).

Sl. No.	Range of difference between the estimated cost put to tender and Bid amount	Additional performance Security to be deposited by the successful Bidder
1	Where the accepted bid price is such that the ROPL is up to (-) 10%	No additional Performance Security is required.
2	Where the accepted bid price is such that the ROPL is below (-) 10% but not below (-) 20%	The Additional Performance Security percentage shall be incremented by 0.2% for every percentage of ROPL below (-) 10%.
3	Where the accepted bid price is such that the ROPL is below (-) 20% but not below (-) 30%	The Additional Performance Security percentage shall be incremented by 0.3% for every percentage of ROPL below (-) 20% in addition to 2% of the accepted bid price.
4	Where the accepted bid price is such that the ROPL is below (-) 30% or more.	The Additional Performance Security percentage shall be incremented by 0.5% for every percentage of ROPL below (-) 30% in addition to 5% of the accepted bid price.

- 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.
- The additional performance security shall be treated as part of the performance security.
- Justification for abnormally low bids shall be scrutinized by the Technical committee and recommended to the competent authority for acceptance of tender as per para 6.3.15 of OPWD code Vol.-I 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 analysis, 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 as an abnormally low bid.
- In pursuance to Works Deptt. OM No. 2375/W. dt 03.03.2022, Additional Performance Security (APS) shall be refunded immediately on successful completion of the work within seven (07) days of issuance of Completion Certificate/ Provisional Completion Certificate.

Additional Performance Security shall be obtained from the successful bidder in shape of Term Deposit Receipt/ Bank guarantee from any Nationalized Bank, pledged in favour of The Executive Engineer, Podagada Dam Division, Khatiguda within seven days of issue of letter of acceptance (LoA) by the Divisional Officer (By e-mail) to the successful bidder otherwise his/her bid shall be cancelled and the Earnest Money Deposit (Bid Security) shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder Vide the Works Department, Govt of Odisha Office Memorandum No. 14459/W Dated 20.09.2018.

13. The quoted rate (in percentage) of the participated bidders should not be less than the sum of wages of each category, EPF @13%, ESI@4% & atleast OHC & CP @ 3.85 % over daily wages. In addition to that labour cess@1% will be given over the statuary dues (i.e. sum of daily Wages, EPF, ESI & quoted value of OHC & CP).

<u>Notes</u>-: As invited tender contains only labour components so, as per Sl. No.-13, The bidder may quote a rate up to 8.44% below the tender value, but not more than 8.44% below it. Beyond that tender will not be taken into consideration.

14. Authority will not be held responsible for system failure, malfunction of internet or traffic jam. Bidders are advised to submit their bids well in advance within the stipulated period.

15. **On-line Submission of Documents: - The bidders are required to upload the documents (1) Acknowledge of online deposit of EMD & Tender paper cost, (2) Copy of valid license under Private Security Agency (Regulation) Act 2005 (Private Security Agencies Rules 2009), (3) PAN Card, (4) GSTIN Registration Certificate, (5) Copy of the IT return filed for the last three financial years, (6) Original Affidavit regarding authentication of documents with no adverse certificate *(Annexure- 'A')*, (7) Information regarding current litigation debarring expelling of tendered or abandonment of work by the tenderer. (*Annexure- 'B')*, (8) No Relation Certificate (Annexure- 'C'), (9) Copies of the registration certificate (Employer's Code Number) issued by the RPFC Authority in the name of the Firm/ Man Power Service Provider as per the EPF Scheme, (10) Copy of the ESI registration certificate, (11) Copy of proof of experience for 03 years along with copies of work order /agreement and with completion certificate from the concerned Department (12) Copy of the extracts of the Bank Account containing transactions during last three years, (13) Tender Document along with other required documents etc. should be uploaded through website following the DTCN instructions failing which the bid will be rejected.**

16. No Relation Certificate: The Bidders shall have to furnish a certificate along with the Tender to the effect that he / she is not related to any officer/ Water Resources Department in the rank of Asst. Engineer and above connected with the estimate, Tender and execution of work and any officer in the rank of Under Secretary or above.

17. If the successful bidder withdraws the Bid during the validity period of Bid / if he fails to submit ISD as specified in instructions to bidder or if he doesn't turn up for agreement after finalization of the tender, he shall be debarred from participation in the bidding for three years & action will be taken to black list the contractor.

18. **The bidders have to furnish the scanned Copy of valid license under Private Security Agency, EMD, GST, PAN Card, and Original Affidavits, including all required papers as mentioned serial-15 should be uploaded in web-site portal. All uploaded original documents may also be submitted to the Executive Engineer, Podagada Dam Division, Khatiguda, Dist.- Nabarangpur as and when required for verification before drawl of agreement. The bidder should mention his present Postal Address, e-mail id and Mobile Number in the Affidavit submitted with the tender. If the bidder found to have mislead the evaluation through wrong information, action will be taken up as per Codal procedure.**

19. The successful bidder is required to register his establishment under section-7 of the building & other construction workers (R.E.& C.S.) act 1996 & is liable to pay cess there of as per labour and employment Department Lr no 3757 Date 25/04/2009. 1% (One Percent) of gross bill of the bidder will be deducted towards labour cess over and above the usual deduction.

20. **The bidder must get registered under ODISHA G.S.T Act 2017.** He shall liable to follow the rules of Odisha GST Act 2017 strictly. GST as applicable (Presently TDS- 2%) on the gross amount of the bill will be deducted from the contractor's bill while making payment, where agreement value exceeds rupees two lakh fifty thousand only. The contractor should submit commercial invoice at the time of preparation of the work bill to the concerned Junior Engineer with a copy to the Divisional Office for enabling the Division to make necessary payment, failing which no GST payment can be made. Amendment to Para 3.5.13 and Rule 29 of Appendix-IX of OPWD Code Vol.- I: - The single tender received in the first call shall be cancelled without opening of the bid and fresh tender will be invited, as per office memorandum No.16 dated 01.01.2015 of Works Department, Govt. of Odisha.

21. The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of Bids will be applicable for electronic submission of bids through e-procurement portal. Existing provisions regulating cost of Tender Paper in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum no.17254

dated: 05.12.2017.

22. **EMD & ISD:** Successful bidder will have to submit (EMD @1% & ISD @ 1%),Total @ 2% of his/her quoted/negotiated/contract value for the work in shape of N.S.C./ Post Office Savings Bank Account/Post Office Time Deposit Account/ Kisan Vikas Patra Bank Guarantee in favour of the Divisional Officer from any Nationalized Scheduled Bank in India counter guaranteed by its local Branch at Bhubaneswar/ e-Bank Guarantee executed on the National e-Governance Services Limited (NeSL) Digital Document Execution Portal/ Insurance Surety Bond issued by an Insurance Company authorized by the Insurance Regulatory and Development Authority of India (IRDAI) pledged in favour of **The Executive Engineer, Podagada Dam Division, Khatiguda, Dist.: Nabarangpur** before concluding the agreement.
23. **Legal Dispute**: If any discrepancy is found after opening of the bid, the Tender Inviting Authority may ask such bidder to furnish the information of documents as required within 5 (five) days. Legal dispute if any arises shall be subject to the jurisdiction of competent Court within Nabarangpur District.
24. The general instruction to the contractors as per Govt. of Odisha, DOWR Lr. No.20415 dated: 14.09.2015 is applicable for all bidders.
25. The lowest successful bidder is required to produce the original documents of the scanned copies at the time drawal of agreement failing which he will be debarred in future from participating in tender for 3 (three) years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

26. The codal provisions for e-Procurement will be followed as per Office Memorandum No. 7885/W dated 23/07/2013 duly amended vide Office Memorandum No. 11774/W dated 03/08/2017, No. 14299/W dated 03/10/2017 & No. 17254/W dated 05/12/2017 of Works Department; Govt. of Odisha and are applicable for all bidders.

27. The bidders shall have to upload an affidavit in support of authenticity of documents/ credential accompanied with the bid failing which the bid will be rejected.
28. As per OPWD code clause 12.4 (Appendix-IX (A)) the contractors participated in the above tender mandated to register themselves in Contractor Data Base Management System (CDMS) available at www.cdmsodisha.gov.in.
29. All the existing provisions of OPWD code with amendment from time to time will be applicable in deciding the tender.
30. Other details can be seen in the bidding documents, which is available in website www.tendersodisha.gov.in
31. The authority reserves the right to accept or reject any or all the Tenders without assigning any reason thereof.
32. No Bidder will be permitted to furnish his Bid in his own manuscript.

33. Bids from Joint Ventures are not acceptable.

Executive Engineer
Podagada Dam Division
Khatiguda

Memo No.: **/Date:**

Copy along with Tender Call Notice submitted to the Deputy Director (Publication), Public Relation Department, Govt. of Odisha, Bhubaneswar for information and necessary action. Necessary News Paper Publication of above e-TCN may be done for wide circulation in One Odia Daily Leading News Paper and One National English News Paper in one of its issues. A complimentary copy of the same may be sent to this office for making necessary payment.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy submitted to the Engineer-in-Chief, (W.R.)/ the Engineer-in-Chief (EIC), Procurement, DoWR, Bhubaneswar, Odisha for favour of kind information.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date**

Copy submitted to the Chief Engineer & Basin Manager, Indravati & Kolab Basin, Bariniput, Jayapur (K) for favour of kind information.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy submitted to the Additional Chief Engineer, UIDC, Khatiguda for favour of kind information.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy submitted to the Collector & District Magistrate, Nabarangpur / Sub-Collector Nabarangpur / Superintendent of Police, Nabarangpur/ SDPO, Nabarangpur / IIC, Khatiguda Police Station / B.D.O., Tentulikhunti / Tahsildar, Tentulikhunti for information and wide circulation.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy submitted to the District Labour Officer, Nabarangpur / District Labour Officer, Kalahandi /District Labour Officer, Koraput for favour of information.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy submitted to Executive Engineer, Muran Dam Division / Executive Engineer, Mechanical Division, Khatiguda for favour of information.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy to All SDOs of this Division/ Head Clerk / Estimator / Cashier / Auditor / Notice Board of this Office for information and wide circulation.

Executive Engineer
Podagada Dam Division

Memo No.: **/Date:**

Copy to Sri Suman Mohanty (JE) for information and necessary action. He is directed to proceed to I&PR Department, Bhubaneswar for publication of the same Notice, as mentioned in the above.

Executive Engineer
Podagada Dam Division

DETAILED TENDER CALL NOTICE

1. The Executive Engineer, Podagada Dam Division, Upper Indravati Dam Circle, At/Po: Khatiguda, Dist.: Nabarangpur (Odisha) invites on-line ***percentage rate*** bids in ***single cover*** system for the work **"**Deployment of security personnel at different vital points of Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda for seven calendar months/ 212 days.**"** through website in the prescribed from the ***licensed security service agencies*** registered with the Government of Odisha for similar type of works on production of definite proof from the appropriate authority. Bidders registered under other state government/ M.E.S/ Railways / C.P.W.D for the similar purpose may participate in the tender work. But the successful bidder has to register under the State Govt. (Odisha) before award of the work as per prevalent registration norms of the State. This *invitation for bids* is open to eligible bidders who are registered in the portal ***& fulfill the eligibility crieteria as per Information & Instruction to Bidders***.

2. The bidders are required to bear all the costs associated with preparation and submission of bids. Bids can be made through e-Procurement portal, the cost of bid being Rs.10,**000/-.** Documents to be furnished by the bidder(s) in compliance to the requirement as per ***Detailed Tender Call Notice (D.T.C.N.)*** and ***Information & Instruction to Bidders (I.I.B)*** will be prepared by him/them & furnished. The bidders shall prepare the documents & up-load the scanned document to the portal in appropriate place. The bidders who participated in the on-line bidding can witness opening of the bid from any system logging on to the portal away from opening place. The bids can only be opened by the pre-designated officials after the opening time mentioned in the bid.

3. The value of the work tendered for is **Rs. 1,10,66,697/- (Excluding GST).**

4. Bids are to be submitted on-line.

5. No bidder will be permitted to furnish his bid in his own manuscript.

6.The bidder shall furnish 1% bid security (Earnest Money Deposit) online for **Rs.1,11,100/-**

7. The system shall reject submission of any bid through portal after closure of the receipt time. For all purpose, the portal time displayed in the system shall be the time to be followed by the bidder.

8. If a bidder submits more than one bid for a particular work through e- procurement portal, the system shall consider only the last bid submitted through portal.

9. During submission of bids through e-procurement portal, the bidder shall only submit single copy of the document. He is required to check the documents uploaded with the requirement asked for in the bid. Only after satisfying that all the documents have been uploaded, he should activate submit button. ***His bid shall not be considered as responsive and action as per relevant clause shall be taken if he does not provide the required documents or provide illegible documents***. ***Clarity of the documents may be ensured by taking out a sample printing***.

10. ELIGIBILITY CRITERIA: -

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER / AGENCY.

10.1 **The tenderers should fulfill the following technical specifications:**

(a) The registered office or one of the branch offices of the tenderer should be located within the locality where the security personnel will be deployed or the bidder should submit an undertaking to open its branch office within one month from the date of award of work, for continued default beyond one month, penalty @ Rs. 5000/- per month shall be recovered from the monthly bills up to two months, failing which the EMD shall be forfeited instantly.

(b) They should be registered with the appropriating registering authority (s) including under PSA (Odisha Private Security Act.).

(c) They should have **at least three years' experience** in providing manpower to Government Departments, Public Sector Companies / Banks, etc.

(d) They should have their own Bank Account.

(e) They should be registered with Income Tax and GST Department.

(f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Act and other authorities related to labour laws.

(g) Any other regulatory clearance (to be specified by the Department) that may be required for providing security personnel.

10.2 Outright Rejection Criteria:

i. Bidders whose bid is not received in time.

ii. Bidders submitting false evidences that cannot be verified during the process shall be disqualified/ terminated on detection.

iii. The Bidder blacklisted by any Central Government/ State Government/ PSU/ Government Bodies.

iv. Bidder not submitting the bid in line with the Tender requirement.

v. Conditional bids shall not be considered and will be out rightly rejected in very first instance.

11 **(a)**The intending bidder should furnish ***valid registration certificate*** under ***Company Act*** & ***valid license*** under ***Private Security Regulation Act*** of prescribed class and upload the scanned copy to the system in the designated place.

(b) All intending bidders should furnish ***Income Tax PAN Card*** and upload the scanned copy to the system in the designated place.

12. **(i)** The bidder shall furnish valid **GSTIN** and upload the scanned copy of GST Registration Certificate to the system in the designated place.

(ii) Bidders from outside the State who intend to participate in the tender and the new entrants of the State who have not been registered under the ***Goods & Service Tax Act*** as they have not started any business in the State as yet, are allowed to participate in the tender without having any **GSTIN** subject to condition that they should submit undertakings in the form of an affidavit indicating therein that they are not registered under the ***Goods & Service Tax Act*** as they have not started any business in the State and they have no liability under the Act. But, before award of the final contract, successful bidder will have to produce the **GSTIN** otherwise his tender shall not be considered.

13. The bidders should have been registered under ***Employees' Provident Fund (EPF)*** & ***Employees' State Insurance Scheme (ESIC)*** and shall furnish EPF code No. and ESIC Registration No. The scanned copies of Registration Certificate in each case are to be uploaded to the system in the designated place.

14. The bidders are required to furnish an affidavit, at the time of submission of bids, about authentication of bid documents in **Schedule- 'A' (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy to the system in the designated place failing which the bids will summarily be rejected.

15. A bidder or any of its constituent partners, of whose contract for any work has been rescinded or who has abandoned any work in the last three years having the contracted work as incomplete prior to the date of the bid, shall be disqualified. The information to this effect should be furnished in **Schedule- 'B' (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy/copies to the system in the designated place, in absence of which the bid will summarily be rejected.

16. The bidder shall have to furnish an undertaking on Certificate of No Relationship along with the bid to the effect that he is not related to any officer in the rank of Assistant Engineer and above in the state P.W.D. or Assistant Secretary and above in the Department of Water Resources in the Pro-forma contained in **Schedule- 'C' (INFORMATION AND INSTRUCTION TO BIDDERS)** and upload the scanned copy to the system in the designated place. If the fact is subsequently proved false, the contract will be rescinded. The total security

deposit will be forfeited and the bidder shall be liable to make good the loss of damage resulting from such cancellation.

17. The **CHECKLIST** contains in **Schedule-D (INFORMATION AND INSTRUCTION TO BIDDERS)** and the **CERTIFICATE** at para-71 of ***CONDITIONS OF CONTRACT*** must be ensured by the bidder. She/he has to fill up the both under his/her signature and upload the scanned copy of the same in the portal.

18. The period of contract for the work is **212 (Two Hundred Twelve) Days** from the stipulated date of commencement as mentioned in the work order.

19. All bids received will remain valid for 90 days from the last date of on-line bidding and validity can be extended, if agreed to, by the bidder and the department.

20. The date of commencement of the work shall be as notified in the work order.

21. The bidder shall carefully study the terms & conditions applicable to the contract and documents that will form as part of the agreement to be entered into by the accepted bidder. Complaint at a future date that the bidder has not seen the documents will not be entertained.

22. Every bidder is expected before quoting his rate to inspect the site of the proposed work. He should also inspect the locality of the work and satisfy himself about the location including the medical aids, labour and foodstuff etc.

23. The bidder will be deemed to have satisfied himself that the rate quoted by him in the bid will be adequate to complete the work according to the conditions attached to and that he has taken in to account all the aspects, difficulties that may be encountered during its progress and to have quoted labour rates and materials, all taxes (**Goods & Service Tax on works contract will be paid at the prevailing rate over the value of work executed)** and duties and all other charges necessary for completion of the work to the entire satisfaction of the Engineer-in-Charge of the work and his authorized subordinates. Complaints at future date that the availability of materials, labour or any other factor has been misjudged cannot be entertained. It should be clearly understood that no claim whatsoever will be entertained thereafter for any reason what so ever.

24. During submission of bids through the e-procurement portal, an intelligent Bill of Quantity in Microsoft excel format shall be made available to the bidder. The bidder shall write his name in the space provided in the specified location in the Protected Bill of Quantities (BOQ). The bidder shall type ~~rates in figure only in the rate column of respective item (s) without any blank cell in the rate column in case of item rate tender and type~~ percentage excess or less up to two decimal places only in case of percentage rate tender. In the percentage rate tender, the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

25. Rates should be for finished items of work unless otherwise mentioned in the tender schedule.

26. During submission of bids through the e-procurement portal, the bidder can submit the scanned copy of the documents in the designated locations of the bid. Submission of document shall be affected by using D.S.C. of appropriate class and thus shall be in encrypted form.

27. The bids containing extraneous condition not covered by the invitation for bids are liable for rejection and quotations should be strictly in accordance with the invitation for bids, any change in the wording will not be accepted. All the prescribed forms must be filled up in the proper order. Incomplete tender shall summarily be rejected.

28. During submission of bids through e - procurement portal, it is allowed to modify the bid. The bidder shall have to log on to the system and resubmit the documents as asked for by the system including the price bid. In doing so, the bids already submitted by the bidder

will be removed automatically from the system and the latest bid only will be admitted. But the bidder should avoid modification of bid at the last moment to avoid system failure or malfunction of internet or traffic jam. If the bidder fails to submit his modified bid within the designated time of receipt, the bid already in the system shall be taken for evaluation. During submission of bid through the e-procurement portal, withdrawal of bid is allowed. The bidder has to click on the "withdraw" button and record necessary justification for the same in the space provided. In addition to this, he has to write a letter addressed to the officer inviting the bid and up load the scanned document to portal in respective bid. The system shall not allow any withdrawal after expiry of the closure time of the bid.

29. Items of work not covered by the bid shall be paid at the current schedule of rates of the State and those not covered by the said schedule of rates will be paid on actual analysis approved by the competent authority.

30. On no account the contract work shall be sublet to anybody without prior approval of the competent authority of the department. In such an event, the contract may be rescinded with penalty as will be deemed proper as per decision of the competent authority.

31. Letters etc. raising and lowering the rate or dealing with any point in connection with the bid will not be considered.

32. Schedule of quantities accompanies tender notice: - It shall be definitely understood that the government does not accept any responsibility for the correctness and completeness of this schedule and this schedule is liable for alterations or omissions, deductions or additions as set forth in the condition of contract and such omission, deductions, additions or alterations shall in no way invalidate the contract and no extra monetary compensation will be entertained.

33. The authority reserves the right to make such increase or decrease in the quantities of items of work mentioned in the schedule attached to the bid as may be considered necessary for the satisfactory completion of the contract work. All such increase or decrease shall in no way invalidate the contract rate. The contractor shall not be entitled for any compensation on this account.

34. All taxes, fees, royalties payable under the local rule including Goods & Service Tax, income tax etc; will be borne by the contractor. However, **Goods & Service Tax on works contract at the prevailing rate** will be paid to the contractor over the value of work executed. The contractor has to issue GST invoice showing CGST & SGST, as applicable, separately against each bill for receiving payment. Besides, tax deducted at source (TDS) towards GST on works contract will be applicable as per the prevailing provision of the GST Act/Rule.

35. The bid security (E.M.D.) of all participated bidder shall be retained till such time the successful bidder furnishes Additional Performance Security (APS) acceptable to the Officer Inviting the Bid and will be settled as per the provision contained in the Works Department Office Memorandum No.17254/W dated 05/12/2017, Memorandum No.1499/ W/ Dtd. 01.02.2023 of Works Department Govt. of Odisha and OM No. WORKS-FA-MISCSB-0003-2026-4909/W, dtd. 12.03.2026.

36. The department reserves the right of authority to reject any or all the bids received without assigning any reason whatsoever.

37. For the purpose of jurisdiction in the event of any dispute, if any, the contract would be deemed to have been entered into within the state of Odisha and it is agreed that neither party to the contract will be competent to bring a suit in regard to the matter by this contract at any place outside the State of Odisha.

38. The bidder whose bid is selected for acceptance shall, within a period of 15(fifteen) days upon intimation being given to him regarding acceptance of his bid, make an EMD in the form of National Savings Certificate/ Post Office Savings Bank Account pass book/ Post Office Time Deposit Account pass book/ Kisan Vikas Patra /Deposit Receipt of scheduled bank duly pledged in favour of the **Divisional Officer (To be intimated in the Letter of Acceptance)/** Bank Guarantee in favour of the **Divisional Officer (To be intimated in the**

Letter of Acceptance) from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar and in no other form which shall be **5% of the accepted bid amount** and sign agreement in the prescribed form for the fulfillment of the contract in the office of the **Divisional Officer (To be intimated in the Letter of Acceptance).**This security deposit and the amount withheld according to the provision of the agreement shall be retained as security for the due fulfillment of this contract. **Failure to enter in to the required agreement and to deposit the security as above shall entail forfeiture of the bid security (E.M.D.). No bid shall finally be accepted until the required amount of security money is deposited.** The written agreement to be entered in to between the contractor and the government shall be the foundation of the rights of both the contractor & the government and the contract shall be deemed to be incomplete until the agreement has first been signed by the bidder and then by the proper officer authorized to enter into the contract on behalf of the government. The security deposit will be refunded only after successful completion of the work, provided that the final bill has been paid and compliance, if any, attended.

Under section 12 of Contract Labour (Regulation and Abolition Act 1970) the contractor who undertakes execution of work through labour should produce valid license from licensing authority of Labour Department (Labour license).

39. The bidder shall be liable to fully indemnify the department of any compensation under Workmen Compensation Act VIII of 1923 on account of the workmen employed by the contractor and full amount of compensation paid will be recovered from the contractor.

40. Bidders are required to abide by the Fair Wages Clause as introduced by Government of Odisha and will not pay less than the fair wages fixed by government to the labourers engaged by him for the work.

41. In case of any complaint by the labourers working about the non-payment of his wages as per latest Minimum Wages Act, the Divisional Officer will have the right to investigate and if the contractor is found to be in default, the Divisional Officer may recover such amount from the contractor's dues and pay to the labourer directly under intimation to the local Labour Officer of the government. The decision of the Divisional Officer is final and binding on the bidder.

42. The bidder will have to submit to the **Divisional Officer** monthly return of labourers, semiskilled & skilled etc, employed by him on the work.

43. The bidder should keep himself in touch with the Engineer-in-Charge for smooth execution of the work ~~and arrange adequate labour depending on the workload and working space available. No claim for detention for labour on any account will be entertained.~~

44. No compensation will be paid by the department for any damage caused by any means including natural calamities during the execution of the work.

45. It should clearly be understood that no claim, what-so-ever, will be entertained in regard to extra items of work or extra quantity of any item besides estimated amount, unless written order is obtained from the Engineer-in-Charge and rates settled before the extra items of work or extra quantity of any item of work is taken up.

46. The bidders shall have to abide by the C.P.W.D. Safety Code Rules introduced by the Government of India, Ministry of Works, Housing and Supply in their standing order No.44150 dated25/11/1957.

47. The bidder shall bear various incidentals, sundries and contingencies necessitated by the work in full within the following or similar category:

(a) Labour camps or huts necessary to a suitable scale including conservancy and sanitary arrangements there in to the satisfaction of the local health authorities.
(b) Suitable water supply including piped water supply wherever available for the staff and labour as well as for the work.
(c) Fees and duties levied by local authorities.
(d) Suitable equipment's and wearing apparatus for the labour engaged in risky operations and medical aid to the labourer engaged for the work.
(e) Compensation including cost of any suit for injury to persons or property due to neglect of any major precautions also becomes payable due to operation of the Workmen Compensation Act.

48. If any further necessary information is required, the **Executive Engineer, Podagada Dam Division, Khatiguda (Contact Email Id- eepodagadadam@gmail.com)** will furnish such information, but it should be clearly understood that the bid must be received in order and according to the instruction.

49. Over and above these conditions, Terms & Conditions and Rules & Regulations are also binding on the part of the contractor.

50. The bidder shall sign, as a token of final acceptance, the agreement prior to taking up the work.

51. ~~The bidder should arrange necessary machineries/ equipments and tools &plants as may be required for the efficient execution of the work at his own cost.~~

52. Under no circumstance interest is payable for dues of the contractor, if any, lying unpaid or payable for the work.

53. Conditional bids will not be taken into consideration.

54. The bid security (E.M.D.) will be forfeited if the bidder backs out from the offer before acceptance of bid by the competent authority as concurred in by Law Department & Finance Department in their UOR No. 848/L dated 21/05/1997 & 202/FD dated 06/03/1998 respectively (Works Department memo No. 101/W dated 30/03/1998). **Also, the bid security (E.M.D.) will be forfeited if the bidder fails to sign the agreement after acceptance and not willing to deposit the required initial security deposit and/or additional performance security deposit for the unbalanced tender items.**

55. Required amount from the contractor's bills towards **Income Tax** will be deducted as per the rules in vogue or as amended by government from time to time.

56. (a) **Goods & Service Tax** on works contract at the prevailing rate over & above the value of work executed will be paid to the contractor and accordingly the rate shall be quoted by him for all the materials/service that he will have to purchase/provide for performance of this contract.

(b) TDS (Tax deducted at source) towards **Goods & Service Tax**on works contract will be made as per the prevailing rate/rule& as amended by government from time to time from the contractor's bills and credited to government account.

57. In pursuance to the Govt. of Odisha Works Dept. Office Memorandum No. 4559 dt: 05.04.2021, **Additional Performance Security** shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, only the successful bidder who has quoted less bid price / rates than the estimated cost put to tender shall have to furnish the APS in the rates as noted below:

- Amended vide O.M. No.173 Dt.03.01.2026, O.M. No.632 dtd.09.01.2026 & O.M. No.17941 Dt.08.10.2026 of Works Dept., Govt. of Odisha to fix the following rate of Additional Performance Security (APS).

Sl. No.	Range of difference between the estimated cost put to tender and Bid amount	Additional performance Security to be deposited by the successful Bidder
1	Where the accepted bid price is such that the ROPL is up to (-) 10%	No additional Performance Security is required.
2	Where the accepted bid price is such that the ROPL is below (-) 10% but not below (-) 20%	The Additional Performance Security percentage shall be incremented by 0.2% for every percentage of ROPL below (-) 10%.
3	Where the accepted bid price is such that the ROPL is below (-) 20% but not below (-) 30%	The Additional Performance Security percentage shall be incremented by 0.3% for every percentage of ROPL below (-) 20% in addition to 2% of the accepted bid price.

4	Where the accepted bid price is such that the ROPL is below (-) 30% or more.	The Additional Performance Security percentage shall be incremented by 0.5% for every percentage of ROPL below (-) 30% in addition to 5% of the accepted bid price.

- 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.
- The additional performance security shall be treated as part of the performance security.
- Justification for abnormally low bids shall be scrutinized by the Technical committee and recommended to the competent authority for acceptance of tender as per para 6.3.15 of OPWD code Vol.-I 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 analysis, 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 as an abnormally low bid.
- In pursuance to Works Deptt. OM No. 2375/W. dt 03.03.2022, Additional Performance Security (APS) shall be refunded immediately on successful completion of the work within seven (07) days of issuance of Completion Certificate/ Provisional Completion Certificate.

Additional Performance Security shall be obtained from the successful bidder in shape of Term Deposit Receipt/ Bank guarantee from any Nationalized Bank, pledged in favour of The Executive Engineer, Podagada Dam Division, Khatiguda within seven days of issue of letter of acceptance (LoA) by the Divisional Officer (By e-mail) to the successful bidder otherwise his/her bid shall be cancelled and the Earnest Money Deposit (Bid Security) shall be forfeited. Further proceeding for blacklisting shall be initiated against bidder Vide the Works Department, Govt of Odisha Office Memorandum No. 14459/W Dated 20.09.2018.

quoted rate (in percentage) of the participated bidders should not be less than the sum of wages of each category, EPF @13%, ESI@4% & atleast OHC & CP @ 3.85 % over daily wages. In addition to that labour cess@1% will be given over the statuary dues (i.e. sum of daily Wages, EPF, ESI & quoted value of OHC & CP).

Notes-: As invited tender contains only labour components so, as per above paragraph, The bidder may quote a rate up to 8.44% below the tender value, but not more than 8.44% below it. Beyond that tender will not be taken into consideration.

58. A contractor/service provider may be black listed as per amendment made to Appendix-XXXIV of O.P.W.D. Code Vol.-II on *Rules for Black Listing of Contractors* vide letter No.3365 dated 01/03/2007 & Office Memorandum No. 14402/W dated 06/10/2017 of Works Department, Odisha.

As per said amendments, a contractor/ service provider may be blacklisted on the following ground:

a) Misbehavior/threatening to departmental & supervisory officers during execution of work/tendering process.
b) Involvement in any sort of tender fixing.
c) Constant non-achievement of milestones on insufficient and imaginary grounds and non-Adherence to quality specifications despite being pointed out.
d) Persistent and intentional violation of important conditions of contract.

e) Security consideration of the State i.e. any action that jeopardizes the security of the State.

f) Submission of false/ fabricated/forged documents for consideration of a tender.

g) Non-submission of Additional Performance Security (APS) within stipulated period in pursuance to Works Department Office Memorandum No. 14299/W dated 03/10/2017.

59. EXTRACT OF REVISED INSTRUCTION REGARDING ELECTRONIC RECEIPT, ACCOUNTING AND REPORTING OF COST OF TENDER PAPER AND EARNEST MONEY DEPOSIT ON SUBMISSION OF BIDS VIDE OFFICE MEMORANDUM NO. 17254/W DATED 05/12/2017 OF WORKS DEPARTMENT

1. The State Government have been working on formulation of rules and procedures for **electronic receipt, accounting and reporting of the receipt of cost of tender paper and Earnest Money Deposit on submission of bids** through the e-procurement portal of Government of Odisha i.e. "https://tendersodisha.gov.in" for some time past.

2. Electronic receipt of cost of tender paper has been successfully tested through SBI payment gateway. Now it has been decided to introduce electronic receipt of **cost of Tender Paper and Earnest Money Deposit on submission of bids** through payment gateway of designated banks such as SBI / ICICI Bank/ HDFC Bank for all Government Departments, State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc. in phase (ANNEXURE I). The process outlines as well as accounting and reporting structure is indicated below.

a) It will be carried out through a single banking transaction by the bidder for multiple payments like **Cost of Tender Paper and Earnest Money Deposit on submission of bids.**

b) Various payment modes like Internet banking / NEFT / RTGS of designated banks and their aggregator banks as well can be accessed by the intending bidders.

c) Reporting and accounting of the e-receipts will be made from a single source.

d) Credit of receipts into the Government accounts and to the designated bank account of the participating entities indicated in Para 2 above would be faster.

3. Only those bidders who successfully remit their **Cost of Tender Paper & Earnest Money Deposit on submission of bids would be eligible to** participate in the tender/ bid process. The bidders with pending or failure payment status shall not be able to submit their bid. Tender Inviting Authority, State Procurement Cell, NIC, the designated banks shall not be held responsible for such pendency or failure.

4. Banking arrangement:

a) Designated banks (SBI/ ICICI Bank/ HDFC Bank) payment gateway are being integrated with e-Procurement portal of Government of Odisha (https://tendersodisha.gov.in)

b) The Designated Banks participating in **Electronic receipt, accounting and reporting of Cost of Tender paper and Earnest Money Deposit on submission of bids** will nominate a Focal Point Branch called e-FPB, who is authorized to collect and collate all e-receipts. Each such branch will act as the Receiving branch and Focal Point Branch notwithstanding the fact that the bidder might have debited his account in any of the bank's branches while making payment.

5. Procedure of Bid submission using electronic payment of tender paper cost and EMD by bidder:

a) The bidders have to login to the Odisha e-Procurement portal (https://tendersodisha.gov.in) using his/her digital signature certificate and then search and then select the required active tender from the "Search Active Tender" option. Now, submit button can be clicked against the selected tender so that it comes to the "My Tenders" section.

b) **Uploading of Prequalification / Technical/Financial Bid:** The bidders have to upload the required Prequalification / Technical/Financial bid, as mentioned in the bidding document and in line with Works Department Office Memorandum No. 7885/W dated 23/07/2013.

c) **Electronic payment of tender paper cost and EMD:** Then the bidders have to select and submit the bank name as available in the payment options.

i. A bidder shall make electronic payment using his/her internet bankingenabled account with designated banks of their aggregator banks.

ii. A bidder having account in other banks can make payment using NEFT/RTGS facility of designated banks.

- Online NEFT/RTGS payment using internet banking of the bank in which the bidder holds his account, by adding the account No. as mentioned in the challan as an Interbank Beneficiary.

d) **Bid submission:** Only after receipt of intimation at the e-Procurement portal regarding successful transition by bidder the system will activate the 'Freeze Bid Submission' button to conclude the bid submission process.

e) **System generated acknowledgement receipt for successful bid submission:** System will generate an acknowledgement receipt for successful bid submission. The bidder should make a note of **Bid ID** generated in the acknowledgement receipt for tracking his bid status.

6) Settlement of cost of Tender Paper:

a) **Cost of Tender Paper:** In respect of Government receipts on account of **Cost of Tender Paper,** the e-Procurement portal shall be generated a MIS for the State Procurement Cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The State Procurement Cell shall generate bank wise challans under the head of account for **Cost of Tender Paper** and instruct the designated banks to remit the money to the proper head of account of State Government. In respect of the cost of tender paper received through the e-Procurement portal, the remittance to the Cyber Treasury account will be made to the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc Receipts-02237-Cost of Tender Paper.

b) For the time being, the State Procurement Cell (SPC) will use over the counter payment facility of the Treasury portal. Thereafter, remittance through NEFT & RTGS will be facilitated through the Odisha Treasury portal.

c) Similarly, in case of State PSUs, Statutory Corporations, Autonomous Bodies & Local Bodies etc; **Cost of Tender Paper,** the e-Procurement portal shall generate a MIS for the State Procurement cell (SPC). The MIS will contain an abstract of the cost of tender paper collected with reference to **Bid Identification Number.** The Cost of tender papers will be credited to the registered bank account of the concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc.

d) Bank will refund (in case the Tender Inviting Authority (TIA) issues such instructions), the tender fee and EMD to the bidder, in case the tender is cancelled before opening of bid as per direction received from TIA through e-procurement system.

e) Back-end Transaction Matrix of Electronic receipt of Cost of Tender Paper and Earnest Money Deposit on submission of bids is enclosed in the **Annexure-I.**

7. Settlement of Earnest Money Deposit on submission of Bids:

The Bank will remit the Earnest Money Deposit on submission / cancellation of bids to respective bidders' accounts as per direction received from TIA through e-procurement system.

8. Forfeiture of EMD:

Forfeiture of **Earnest Money Deposits on submission of bid** of defaulting bidders is occasioned for various reasons.

a. In case the **Earnest Money Deposits on submission of bid** is forfeited, the e-Procurement portal will be directed to the bank to transfer the EMD value from the pooling account of SPC to the registered account of the tender inviting authority.

b. The Tender Inviting Authorities of the Government Departments will deposit the forfeited **Earnest Money Deposit on submission of bid,** in the State Government Treasury under the appropriate head (8782-Cash Remittances and Adjustments between the officers rendering accounts to the same Accounts Officer-102-P.W.Remittances-1683-Remittances-91028-Remittances into Treasury) after taking the amount as a revenue receipt in their cash book under the head 0075-Misc. General Service-00-101-unclaimed Deposits-0097-Misc Receipts-02080-Misc. Deposits and submit the detail account to DAG, Puri as a deposit of the Division.

c. By clicking submit button, system will initiate the forfeiture of EMD. System will not allow the evaluator to edit the initiation after clicking the submit button. Forfeiture option can be carried out in phased manner like one bidder at a time.

9. Role of the Banks:

a) Make necessary provision/ customizations at their end to enable the provision for online payments/refunds as per this document.

b) Provide necessary real-time message to bidders regarding successful or un-successful transactions during online payment processes and re-direct them to e-Procurement website with necessary transaction reference details enabling them to submit their bids.
c) The bank shall ensure transfer of funds from the pooling account to the Government Head / Current Account of PSUs /ULBs within the next bank working day as per the directions generated from e-Procurement portal.
d) Bank should provide time reports and reference details to NIC enabling them to carry out their role as stated below.
e) Refund of amount to bidders as per the XML file provided by e-Procurement system on the next bank working day from the date of generation of the XML file and also provide a confirmation to NIC on the same.

10. Role of State Procurement Cell:

a) Communicate requirements of Government departments / State PSUs / Autonomous Bodies / ULBs online payment requirements to National Informatics Centre / the authorized banks for mapping / customization.
b) In every working day, the State Procurement Cell shall generated MIS from the e-Procurement portal to ascertain the tender paper cost received in the e-Tendering process separately bank-wise for the Government Department and the PSUs/LUBs. The SPC shall generate bank-wise separate online challans from the Odisha Treasury portal and make the remittance through over the counter facility or NEFT/RTGS (as and when this functionality is available in Treasury portal) and issue instruction to the bank for remittance of the receipt to the State Government account.
c) The State Procurement Cell shall be responsible for providing challan details and MIS in respect of the remittance towards tender paper cost to the Tender Inviting Authorities for their record.
d) State Procurement Cell shall monitor the progress of e-Tendering by different Government Departments / State PSUs / Autonomous Bodies / ULBs through MIS. State Procurement Cell shall monitor and send monthly progress reports to the Government.
e) The e-Procurement system will generate a consolidated refund & settlements XML file as an end of the day activity.
f) The e-Procurement system will provide a web service for Payment Gateway (PG) provider to pull the encrypted refund and settlement details in XML file against a day.
g) Similarly, Payment Gateway (PG) provider will provide a web service to pull the refund and settlement status against a day.
h) The e-Procurement system will update the status accordingly for reconciliation report.

11. Role of National Informatics Centre:

a) Customize e-Procurement software and web-pages of Government of Odisha (https://tendersodisha.gov.in) to enable the provision for electronic payment.
b) The NIC, Odisha will modify / rectify the errors in electronic data relating to the Chart of Account.
c) NIC will provide an interface to organizations to download the electronic receipt data.
d) Enable automatic generation of daily XML files from e-Procurement system and ensure delivery of the same to the authorized banks for enabling automatic refund / settlement of funds.
e) NIC shall enable the e-Procurement portal to generate MIS as required for the State Procurement Cell in order to make remittance of the tender paper cost to the State Government account using the Odisha Treasury Portal.

12. Role of Cyber Treasury:

a) The cost of the tender paper deposited by the SPC using the Odisha Treasury Portal which will be accounted for by the Cyber Treasury and it shall submit the accounts to A.G.(O) as per the established process.

b) The Cyber Treasury will provide MIS as required to the SPC for the purpose of accounting and reconciliation of the electronic remittance made to the State Government account.

13. Redressal of Public grievances: The State Procurement Cell, Odisha, National Informatics Centre, Odisha and the e-FPB will have an effective procedure for dealing with, public complaint for e-Receipt related matters. In case, any mistake is detected by any of the stakeholders in reporting of receipt of tender paper cost and EMD, either suo moto or on being brought to its notice, the State Procurement Cell, Odisha, National Informatics

Centre, Odisha unit, Cyber Treasury and the bank will promptly take steps for rectification. The e-Focal Point Branch of the participating banks, National Informatics Centre, Odisha and the State Procurement Cell, Odisha will notify the contact number and address of the Help Desk for resolution of any dispute regarding e-receipt.

14. Applicability and modification of existing rules/ orders: The modalities prescribed in this Office Memorandum for downloading of tender paper, submission and rejection of bid, acceptance of bid as well as refund and forfeiture of Earnest Money Deposit will be applicable for electronic submission of bids through e-Procurement portal. Existing provision regulating cost of tender paper and Earnest Money Deposit in OPWD Code and OGFR would stand modified to the extent prescribed in this Office Memorandum.

15. These arrangements would be made effective after signing of MoU between the designated banks and State Procurement Cell, firming up of banking arrangements and technical integration between designated bank and e-Procurement Portal.

1. This shall take effect from the date of issue of this Office Memorandum.
2. Accordingly, relevant existing codal / contractual provision exist vide Office Memorandum No. 6785/W dated 09/05/2017 of Works Department stands modified to the above extent.
3. This has been concurred in by the Finance Department vide their UOR NO.: -39-WF-I dated 09/11/2017.

Sd/-.
E.I.C.-cum-Secretary to Government

ANNEXURE-I

Back-end Transaction Matrix of Electronic receipt and remittance of Cost of Tender Paper and Earnest Money Deposit on submission of bids

	Cost of Tender Paper	Earnest Money Deposit on submission of bids
Government Departments	I. The *payment* towards the **Cost of Tender Paper,** in case of Government Departments, shall be collected in separate pooling accounts opened in Focal Point Branch call e-FPB of respective designated banks (as stated in Para-2) at Bhubaneswar on T+1 day. II. With reference to the Notice Inviting Tender / Bid Identification Number, the amount so realised is to be remitted to Government Account under the Head of Account 0075-Misc. General Services-800-Other Receipts-0097-Misc Receipts -02237-Cost of tender Paper through Odisha Treasury Portal after opening of the bid.	I. In case of tenders of Government Departments, amount towards **Earnest Money Deposit** on submission of bids shall be collected in a pooling account opened for this purpose at Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account within two working days on receipt of instruction from TIA through refund and settlement of e-Procurement system. II. In case of forfeiture of **Earnest Money Deposit** on submission of bids, the e-Procurement portal will direct the bank to transfer the EMD value from the Pooling Account of SPC to the registered account of the Tender Inviting Authority within two working days of receipt of instruction from TIA.
State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies	I. In case of State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc; the amount towards **Cost of Tender Paper** on submission of bids shall be collected in separate pooling accounts opened in Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar on T+1 day. II. The **Paper Cost** will be transferred to the respective current accounts of concerned State PSUs, Statutory Corporations, Autonomous Bodies and Local Bodies etc; after opening of bid.	I. Amount towards **EMD** on submission of bids shall be collected in a separate pooling account of Focal Point Branch called e-FPB of respective designated banks at Bhubaneswar and the banks will remit the amount to respective bidder's account on receipt of instruction from TIA through refund and settlement of e-Procurement system within two working days from receipt of such instruction. II. In case of forfeiture of **Earnest Money Deposit** on submission of bids, the e-Procurement portal will direct the bank to transfer the EMD value from the pooling account of SPC to the registered account of the Tender Inviting Authority within two working days of receipt of instruction from TIA.

INFORMATION AND INSTRUCTION TO BIDDERS

1. Preparation of bid documents:

The intending bidder shall submit the bid duly filled in and signed in on-line through government web-site. The schedules attached are to be filled up completely. All the information called for should be furnished.

2. Method of submission of bid documents:

2.1 The bid documents, duly filled in and signed by the intending bidder, should be submitted in on-line through prescribed website only.

2.2 – Deleted-

2.3 If the intending bidder is an individual, the documents shall be signed by the individual above his full type written name and current address.

2.4 If the intending bidder is a proprietary firm, it shall be signed by the proprietor above his full name and with his current address.

2.5 If the intending bidder is a firm in partnership, it shall be signed by a partner holding the power of attorney for the firm in which case a certified copy of power of attorney shall accompany the bid documents.

2.6 If the intending bidder is a Limited Company or Corporation, it shall be signed by a duly authorized person holding the power of attorney in which case certified copy of power of attorney shall accompany.

2.7 All witness and sureties shall be of person of status and probity and their full names, occupation and address shall be stated below their signatures.

2.8 Date of Clarification: The bidder's desires of participating in the tender can seek clarification through on- line from dt. 21.10.2026 to dt.31.10.2026 during office hour. The official e-mail Id of the Executive Engineer, Podagada Dam Division, UIDC, Khatiguda, Nabarangpur is eePodagadadamdivision@gmail.com.

3.Opening of Bid Documents:

The technical bids will be opened on *31.10.2026 at 11:00 AM* in the office of the Executive Engineer, Podagada Dam Division, Khatiguda. The financial bids of the technically responsive bidders shall be opened on the due date of opening to be intimated to the qualified bidders in their registered e-mail.

4.Qualifying Criteria:

4.1 To qualify for the tender, the bidder must produce required ***bid cost*** as specified in the e-procurement notice/Detailed Tender Call Notice.

4.2 Required bid security (E. M. D.) as specified in the e-procurement notice/Detailed Tender Call Notice should be furnished online by the bidders.

4.3. The intending bidder should furnish ***valid Registration Certificate*** under ***Company Act*** & ***valid license*** under ***Private Security Regulation Act*** of prescribed class and upload the scanned copy to the system in the designated place.

4.4 All intending bidders should furnish ***Income Tax PAN Card*** and upload the scanned copy to the system in the designated place.

4.5 (i) The bidder shall furnish **GSTIN** and upload the scanned copy of the GST Registration Certificate to the system in the designated place.

(ii) Bidders from outside the State who intend to participate in the tender and the new entrants of the State who have not been registered under the ***Goods & Service Tax Act*** as they have not started any business in the State as yet, are allowed to participate in the tender without having any **GSTIN** subject to condition that they should submit undertakings in the form of an affidavit indicating therein that they are not registered under the ***Goods & Service Tax Act*** as they have not started any business in the State and they have no liability under the Act. But before award of the final contract, successful bidder will have to produce the **GSTIN** otherwise his tender shall not be considered.

4.6 The bidder should have been registered under ***Employees' Provident Fund (EPF)*** & ***Employees' State Insurance Scheme (ESIC)*** and shall furnish EPF code No. and ESIC Registration No. The scanned copies of Registration Certificate in each case are to be uploaded to the system in the designated place.

4.7 The bidders are required to furnish an ***affidavit***, at the time of submission of bids, about authentication of bid documents in **Schedule-'A'** and upload the scanned copy to the system in the designated place failing which the bids will summarily be rejected.

4.8 A bidder or any of its constituent partners, of whose contract for any work has been rescinded or who has abandoned any work in the last three years having the contracted work as incomplete prior to the date of the bid, shall be disqualified. The information to this effect should be furnished in **Schedule- 'B'** and upload the scanned copy to the system in the designated place, in absence of which the bid will summarily be rejected.

4.9 The bidder shall have to furnish an undertaking on **Certificate of No Relationship** along with the bid to the effect that he is not related to any officer in the rank of Assistant Engineer and above in the state P.W.D. or Assistant Secretary and above in the Department of Water Resources in the pro-forma contained in **Schedule- 'C' (**INFORMATION AND INSTRUCTION TO BIDDERS**)** and upload the scanned copy to the system in the designated place. If the fact is subsequently proved false, the contract will be rescinded. The total security deposit will be forfeited and the bidder shall be liable to make good the loss of damage resulting from such cancellation.

4.10 The **CHECKLIST** given at para 11 hereafter and the **CERTIFICATE** at para 71 of ***Conditions of Contract*** must be ensured by the bidder. She/he has to fill up the both under his/her signature and upload the scanned copy of the same in the portal.

4.11 The successful bidder will have to furnish labour license before concluding the agreement and after receiving the Letter of Acceptance.

5. Final decision-making authority:

The competent authority reserves right to accept, reject or disqualify any of the bid or pre-qualification without assigning any reason and his decision shall be final and binding on the bidders.

6. Further clarification:

The ***Executive Engineer, Podagada Dam Division, Khatiguda*** may be contacted during office hours on the working days of the bidding period for any further clarification.

7. Where it will be found necessary by the department, the Officer-in-Charge of the work shall issue an order book to the contractor to be kept at the site of the work with pages serially numbered. Orders regarding the work, whenever necessary, are to be entered in this book by the P.W.D. Officers-in-charge with their dated signatures and duly noted by the contractor or his authorized agent with their dated signature(s). Orders entered in this book and noted by the contractor's agent shall be considered to have been duly given to the contractor for following the instructions of the department. The order book shall be the property of the department and shall not be removed from the site of work without written permission of the Engineer –in-Charge.

8. Guidelines/Procedure to be followed in e-procurement

(Office Memorandum No. 7885 dated 23/07/2013 duly amended vide Office Memorandum No. 11774/W dated 03/08/2017, No. 14299/W dated 03/10/2017 & No. 17254/W dated 05/12/2017 of Works Department)**:**

1. This office memorandum consists of the procedural requirement of e-procurement and shall be made part of the Detailed Tender Call Notice or Instruction to Bidder for all "works" tenders hoisted in the portal.

2. The e-procurement portal of Government of Odisha is " https://tendersodisha.gov.in".

3. Use of valid Digital Signature Certificate of appropriate class (Class II or class III) issued from registered certifying authorities (C.A.) as stipulated by Controller of Certifying Authorities (C.C.A.), Government of India such as n-Code, Sify, TCS, MTNL, e-Mudhra is mandatory for all users.

4. The D.S.C. issued to the department users is valid for the period of two years only. All the department users are responsible to revalidate their D.S.C. prior to expiry.

5. For all purpose, the server time displayed in the e-procurement portal shall be the time to be followed by all the users.

6. Government after careful consideration have decided to hoist all tenders costing 5 lakh or above in the e-procurement portal. This will be applicable across all Engineering Departments such as Works Department, Department of Water Resources, Rural Development and Housing & Urban Development Department. Government of Odisha also welcomes hoisting of tenders by any other departments, authority, corporations, local bodies etc; of the state with prior approval from Works Department. Works Department is the nodal Department for the implementation of e-procurement in the state.

7. The e-procurement shall be operated complaint to relevant provisions of O.G.F.R./O.P.W.D. Code/Accounts Code/Government statues including any amendments brought from time to time to suit to the requirement of the best national practice.

8. Registration in the e-procurement portal is without levy of any charges but Government reserves the right to levy any charges for such value added services in future.

9. Bidders not registered with Government of Odisha, can participate in the e-procurement after necessary enrolment in the portal but have to subsequently register themselves with the appropriate registering authority of the state Government before award of the work as per prevalent registration norms of the State.

10. For the role management "Department" is the Administrative Department, Organization or wing is the Chief Engineer or highest tender accepting authority or equivalent officer, Division is the Executive Engineer or equivalent officer and Sub-Division is the Assistant Engineer or equivalent officer.

11. The e-procurement software assigns roles for operation of the module for specific function. The terminologies used in the portal and their respective functions in the software are as follows.

11.1 Application Administrator (NIC & State Procurement Cell).

i. Master management.
ii. Nodal officer creation.
iii. Report generation.
iv. Transfer of officer's login ID.
v. Blocking & unblocking of officer's and bidder's login ID.

11.2 Nodal Officer (At Organization level not below the Superintending Engineer or equivalent rank).

i. Creation of users.
ii. Role assignment.
iii. Report generation.
iv. Transfer of officer's login ID
v. Blocking & unblocking of officer's login ID.

11.3 Procurement Officer- Publisher (Officer having tender inviting power at any level).

i. Publishing of tender.
ii. Publishing of corrigendum / addendum / cancellation of tender.
iii. Bid clarification.
iv. Uploading of pre-bid minutes.
v. Report generation.

11.4 Procurement Officer-Administrator (Generally sub-ordinate officer to Officer Inviting tender).

i. Creation of tender.
ii. Creation of corrigendum / addendum / cancellation of tender.
iii. Report generation.

11.5 Procurement Officer -Opener (Generally sub-ordinate officer to officer inviting tender).

i. Opening of bid.

11.6 Procurement Officer -Evaluator (Generally sub-ordinate officer to officer inviting tender).

i. Evaluating bid.

11.7 Procurement Officer-Auditor (Procurement Officer- Publisher and/or Accounts Officer/ Finance Officer).

i. To take up auditing.

12. NOTICE INVITING BID (NIB) or INVITATION FOR BID (IFB):

12.1 The Notice Inviting Bids (NIB) and bid documents etc; shall be in the standard formats as applicable to conventional bids and will be finalized / approved by the officers competent as in the case of conventional bids.

12.2 The officers competent to publish NIB in case of conventional bids will host the NIB in portal. Simultaneously, a notification should also be published in the newspapers, as per existing rules preferably, in the following format, to effect economy.

GOVERNMENT OF ODISHA E- PROCUREMENT NOTICE

Bid Identification No. EEPDD-05(01/01)/2026-27

1. Name of the work - "Deployment of security personnel at different vital points of Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda for seven calendar months/ 212 days."
2. Estimated cost **Rs. 1,10,66,697/-** (Excluding GST)
3. Period of completion- 212 (Two Hundred Twelve) days
4. Date & time of availability of bid document in the portal- 21.10.2026 to 04.11.2026
5. Last date/time for receipt of bids in the portal- 04.11.2026 up to 5.00PM
6. Name and address of the O.I.T. – Er. Susanta Kumar Patnaik, Executive Engineer, Podagada Dam Division, UIDC, Khatiguda.

Further details can be seen from the e-procurement portal https://tendersodisha.gov.in

12.3 The tender documents published by the Tender Inviting Officer (Procurement Officer-Publisher) in the website https://tendersodisha.gov.in will appear in the "Latest Active Tender". The bidders/guest users can download the bid documents only after the due date & time of sale. The publication of the tender will be for specific period of time till the last date of submission of bids as mentioned in the 'Notice Inviting Bid' after which the same will be removed from the list of "Latest Active tenders".

13. ISSUE OF ADDENDA/CORRIGENDA/CANCELLATION NOTICE.

13.1 The Procurement Officer- Publisher (Officer Inviting Tender) shall publish any addendum/corrigendum /cancellation of tender in the website https;//tendersodisha.gov.in, notice board and through paper publication and such notice shall from part of the bidding documents.

13.2 The system generates a mail to those bidders who have already uploaded their tenders and those bidders if they wish can modify their tenders. The bidders are required to watch the website till last date and time of bid submission for any addendum/corrigendum/cancellation thereof. Tender Inviting Authority is not responsible for communication failure of system generated mail.

14. CREATION AND PUBLISHING OF BID:

14.1 All the volumes/documents shall be uploaded in the portal by the tender creating officer (Procurement Officer Administrator) and published by the Officer Inviting Tender (Procurement Officer-Publisher) using their D.S.C.s in appropriate format so that the document is not tampered with.

14.2 The tender document comprises the notice inviting tender, bid document/SBD, drawings in .pdf format and the schedule of quantities/BoQ in .xls format to be uploaded by the Officer Inviting Tender.

14.3 Procurement Officer - Administrator creates tender by filling up the following forms:

i BASIC DETAILS.

ii COVER CONTENT: - The Procurement Officer- Administrator should briefly describe the name and type of documents to be uploaded by the bidder in the following format:

(a) For Single Cover/Packet:

Sl.No.	Cover Type.	Document Description.	Type.
1.	Fee/Prequal/Technical/Finance.	GSTIN, P.A.N; Contractor R.C.	.pdf
		Affidavits, undertakings and any other document as per S.B.D./D.T.C.N.	.pdf
		BoQ.	.xls

b) For Two Cover/Packet:

Sl.No.	Cover Type.	Document Description.	Type.
1.	Fee/Prequal/Technical	GSTIN, P.A.N; Contractor R.C.	.pdf
		Affidavits, undertakings and any other document as per S.B.D./D.T.C.N.	.pdf

2.	Finance.	BoQ.	.xls
		Special condition if any specifically mentioned by Officer Inviting Tender.	.pdf

iii TENDER DOCUMENT: The Procurement Officer - Administrator should upload the NIT in.pdf format.

iv WORK ITEM DETAILS.

v FEE DETAILS: The Procurement Officer - Administrator should mention the cost of tender paper and E.M.D. amount to be paid online as per Works Department Office Memorandum No. 6785/W dated 09/05/2017 duly amended vide No. 17254/W dated 05/12/2017 and as laid down in DTCN/SBD.

vi CRITICAL DATES: The Procurement Officer - Administrator should mention the critical dates of tender such as publishing date, document download start date & end date, seek clarification start date & end date (optional), bid submission start date & closing date, bid opening date as per D.T.C.N./S.B.D.

vii BID OPENER SELECTION: The Procurement Officer- Creator can select two / three / four bid openers for a particular bid. If required the bid openers can also be selected within an organisation from other procurement units (Circles / Divisions).

viii WORK ITEM DOCUMENTS: The Procurement Officer - Administrator should upload the digitally signed tender document (S.B.D./D.T.C.N.) or any other addition document/drawings in.pdf format and Bill of Quantities in .xls format.

ix PUBLISHING OF TENDER: The Procurement Officer - Publisher shall publish the tender using his/her D.S.C. after detail scrutiny of the fields created and documents uploaded by the Procurement Officer - Administrator. Procurement Officer-Publisher can publish tenders for multiple procurement units using multiple D.S.Cs procured for each post separately. After being relieved from the additional charges he has to surrender the additional D.S.C s to the Nodal Officer of the concerned organization.

15. PARTICIPATION IN BID:

15.1 PORTAL REGISTRATION: The contractor/bidder intending to participate in the bid is required to register in the portal using his/her active personal/official e-mail ID as his/her login ID and attach his/her valid Digital Signature Certificate (D.S.C.) to his/her unique login ID. He/ She has to submit the relevant information as asked for about the firm/contractor. The portal registration of the bidder/firm is to be authenticated by the State Procurement Cell after verification of original valid certificates/documents such as (i) ITPAN and (ii) Registration Certificate (RC) /**GSTIN** (for procurement of goods) of the concerned bidder. The time period of validity in the portal is at par with validity of R.C./**GSTIN**. Any change of information by the bidder is to be re-authenticated by the State Procurement Cell. After successful authentication bidder can participate in the on-line bidding process.

15.1.1 Bidders participating through Joint Venture shall declare the authorized signatory through Memorandum of Understanding duly registered and enroll in the portal in the name and style of the Joint Venture Company. It is mandatory that the D.S.C. issued in the name of the authorized signatory is used in the portal.

15.1.2 Any third party/company/person under a service contract for operation of e-procurement system in the state or his/their subsidiaries or their parent companies shall be ineligible to participate in the procurement process that are undertaken through the e-procurement system irrespective of who operates the system.

15.2 LOGGING TO THE PORTAL: The contractor/bidder is required to type his/her login ID and password. The system will again ask to select the D.S.C. and confirm it with the password of D.S.C. as a second stage authentication. For each login, a user's D.S.C. will be validated against its date of validity and also against the Certificate Revocation List (C.R.L.) of respective C.A.s stored in

system database. The system checks the unique login ID, password and D.S.C. combination and authenticates the login process for use of portal.

15.3 DOWNLOADING OF BID: The bidder can download the tender of his choice and save it in his system and undertake the necessary preparatory work off-line and upload the completed tender at his convenience before the closing date and time of submission.

15.4 CLARIFICATION ON BID: The bidder may ask question related to tender online in the e-procurement portal using his/her D.S.C. provided the questions are raised within the period of seeking clarification as mentioned in tender call notice/bid. The Officer Inviting the Bid /Procurement Officer-Publisher will clarify queries related to the tender.

15.5 PREPARATION OF BID:
15.5.1 The bids may consist of general arrangement drawings or typical or any other drawings relevant to the work for which bid has been invited. Bidder may download these drawings and takeout print for detail study and preparation of his bid. Any other drawings and documents pertaining to the works available with the officer inviting the bid will be open for inspection by the bidders.

15.5.2 The bidder shall go through the bid carefully and list the documents those are asked for submission. He shall prepare all documents including declaration form, price bid etc; and store in the system.

15.6 PAYMENT OF EMD/BID SECURITY AND COST OF BID DOCUMENTS:
15.6.1 The bidder shall transfer the Tender Paper cost online as part of its bid as mentioned under DTCN/SBD through a process mentioned in Works Department Office Memorandum No. 6785/W dated 09/05/2017 duly amended vide No. 17254/W dated 05/12/2017.

15.6.2 -Deleted-

15.6.3 -Deleted-

15.6.4 The tender accepting authority will verify the originals of all the scanned documents of the successful lowest bidder only within 5 days of opening of the tender. In the eventuality of failure on the part of the lowest successful bidder to produce the original documents, he will be debarred in future from participating in tender for 3 (three) years and will be black listed by the competent authority. In such a situation, successful L-2 bidder will be required to produce his original documents for consideration of his tender at the negotiated rate equal to L-1 bidder.

15.6.5 -Deleted-

15.6.6 -Deleted-

16. SUBMISSION OF BID:
16.1 The bidder shall carefully go through the tender and prepare the required documents. The bid shall have a Technical Bid & a Financial Bid. The Technical Bid generally consists of **GSTIN**, PAN, Registration Certificate, Affidavits, Profit Loss Statement, Joint Venture Agreement, List of similar nature of works, work in hand, list of machineries and any other information required by OIT. The financial bid shall consist of the bill of quantities (BoQ) and any other price related information/undertaking including rebates.

16.2 Bidders are to submit only the original BoQ (in .xls format) uploaded by Procurement Officer - Publisher (Officer Inviting Tender) after entering the relevant fields without any alteration/deletion/modification. Multiple BoQ submission by bidder shall lead to cancellation of bid. In case of item rate tender, bidders shall fill in their rates other than zero value in the specified cells without keeping it blank. In the percentage rate tender the bidder quoting zero percentage is valid and will be taken at par with the estimated rate of the work put to tender.

16.3 The bidder shall upload the scanned copy/copies of document in support of eligibility criteria and qualification information in prescribed format in portable document format (.pdf) to the portal in the designated locations of technical bid.

16.4 The bidder shall write his name in the space provided in the specified location in the protected bill of quantities (BoQ) published by the officer inviting tender. The bidder shall type rates in figure only in the rate column of respective item(s) without any blank cell in the rate column in case of item rate tender and type percentage excess or less up to two decimal place only in case of percentage rate tender.

16.5 The bidder shall log on to the portal with his/her D.S.C. and move to the desired tender for uploading the documents in appropriate place one by one simultaneously checking the documents.

16.5.1 Bids cannot be submitted after due date and time. The bids once submitted cannot be viewed, retrieved or corrected. The bidder should ensure correctness of the bid prior to uploading and take print out of the system generated summary of submission to confirm successful uploading of bid. The bids cannot be opened even by the OIT or the Procurement Officer- Publisher/Opener before the due date and time of opening.

16.5.2 Each process in the e-procurement is time stamped and the system can detect the time of log in of each user including the bidder.

16.5.3 The bidder should ensure clarity/legibility of the document uploaded by him to the portal.

16.5.4 The system shall require all the mandatory forms and fields filled up by the contractor during the process of submission of the bid/tender.
16.5.5 The bidder should check the system generated confirmation statement on the status of the submission.

16.5.6 The bidder should upload sufficiently ahead of the bid closure time to avoid traffic rush and failure in the network.

16.5.7 The tender inviting officer is not responsible for any failure, malfunction or breakdown of the electronic system used during the e-procurement process.

16.5.8 The bidder is required to upload documents related to his eligibility criteria and qualification information and bill of quantity duly filled in. It is not necessary for the part of the bidder to upload the drawings and the other bid documents (after signing) while uploading his bid. It is assumed that the bidder has referred all the drawings and documents uploaded by the officer inviting the bid.

16.5.9 The bidder will not be able to submit his bid after expiry of the date and time of submission of bid (server time). The date and time of bid submission shall remain unaltered even if the specified date for the submission of bids declared as a holiday for the officer inviting the bid.

16.6 SIGNING OF BID: The online bidder shall digitally sign on all statements, documents, certificates uploaded by him, owning responsibility for their correctness/authenticity as per IT ACT 2000. If any of the information furnished by the bidder is found to be false/fabricated/bogus, his EMD/Bid security shall stand forfeited & his registration in the portal shall be blocked and the bidder is liable to be blacklisted.

17. SECURITY OF BID SUBMISSION:

17.1 All bid uploaded by the bidder to the portal will be encrypted.

17.2 The encrypted bid can only be decrypted / opened by the authorized openers on or after the due date and time.

18. RESUBMISSION AND WITHDRAWAL OF BIDS:

18.1 Resubmission of bid by the bidders for any number of times before the final date and time of submission is allowed.

18.2 Resubmission of bid shall require uploading of all documents including price bid afresh.

18.3 If the bidder fails to submit his modified bids within the pre-defined time of receipt, the system shall consider only the last bid submitted.

18.4 The bidder should avoid submission of bid at the last moment to avoid system failure or malfunction of internet or traffic jam or power failure etc.

18.5 The bidder can withdraw his bid before the closure date and time of receipt of the bid by uploading scanned copy of a letter addressing to the Procurement Officer- Publisher (Officer Inviting Tender) citing reasons for withdrawal. The system shall not allow any withdrawal after expiry of the closure time of the bid.

19. OPENING OF THE BID:

19.1 Bid opening date and time is specified during tender creation or can be extended through corrigendum. Bids cannot be opened before the specified date & time.

19.2 All bid openers have to log-on to the portal to decrypt the bid submitted by the bidders.

19.3 The bidders & guest users can view the summary of opening of bids from any system. Contractors are not required to be present during the bid opening at the opening location if they so desire.

19.4 In the event of the specified date of bid opening being declared a holiday for the officer inviting the bid, the bids will be opened at the appointed time on the next working day.

19.5 **Combined bid security for more than one work is not acceptable.**

19.6 The electronically submitted bids may be permitted to be opened by the predefined bid opening officer from their new location if they are transferred after the issue of Notice Inviting Bid and before bid opening. Further action on bid documents shall be taken by the new incumbent of the post.

19.7 In case of non-responsive tender the officer inviting tender should complete the e-procurement process by uploading the official letter for cancelled/re-tender.

20. EVALUATION OF BIDS:

20.1 All the opened bids shall be downloaded and printed for taking up evaluation. The officer authorized to open the tender shall sign and number on each page of the documents downloaded and furnish a certificate that "The documents as available in the portal containing _____ Nos. of pages".

20.2 The bidder may be asked in writing/online (in their registered e-mail IDs) to clarify on the uploaded documents provided in the technical bid, if necessary, with respect to any doubts or illegible documents. The Officer Inviting Tender may ask for any other document of historical nature during technical evaluation of the tender. Provided in all such cases, furnishing of any document in no way alters the bidder's price bid. Non-submission of legible documents may render the bid non-responsive. The authority inviting bid may reserve the right to accept any additional document.

20.3 The bidders will respond in not more than 7 days of issue of the clarification letter, failing which the bid of the bidder will be evaluated on its own merit.

20.4 The technical evaluation of all the bids shall be carried out as per information furnished by bidders.

20.5 The Procurement Officer-Evaluators will evaluate bid and finalize list of responsive bidders.

20.6 The financial bids of the technically responsive bidders shall be opened on the due date of opening. The Procurement Officer-Openers shall log on to the system in sequence and open the financial bids.

20.6.1 The financial bid will be opened on the notified date & time in the presence of bidders or their authorized representative who wish to be present.

20.6.2 At the time of opening of financial bid, bidders whose technical bids were found responsive will be opened.

20.6.3 The responsive bidders' name, bid prices, item wise rates, total amount of each item in case of item rate tender and percentage above or less in case of percentage rate tenders will be announced.

20.6.4 Procurement Officer-Openers shall sign on each page of the downloaded BoQ and the comparative statement and furnish a certificate to that respect.

20.6.5 Bidder can witness the principal activities and view the documents/summary reports for that particular work by logging on to the portal with his D.S.C. from anywhere.

20.6.6 System provides an option to Procurement Officer - Publisher for reconsidering the rejected bid with the approval of concern Chief Engineer/Head of Department.

21. NEGOTIATION OF BIDS:

21.1 For examination, evaluation, and comparison of bids, the officer inviting the bid may, at his discretion, ask the lowest bidder for clarification of his rates including reduction of rate on negotiation and breakdown of unit rates.

22. NOTIFICATION OF AWARD AND SIGNING OF AGREEMENT:

22.1 The Employer/Engineer-in-Charge shall notify acceptance of the work prior to expiry of the validity period by cable, telex of facsimile or e-mail confirmed by registered letter. This letter of acceptance will state the sum that the Engineer-in-Charge will pay the contractor in consideration of execution & completion of the works by the contractor as prescribed by the contract & the amount of performance security and additional performance security required to be furnished. The issue of the letter of acceptance shall be treated as closure of the bid process and commencement of the contract.

22.2 The contractor after furnishing the required acceptable performance security & additional performance security, "Letter to proceed" or "Work Order" shall be issued by the Engineer-in-Charge with copy thereof to the Procurement Officer –Publisher. ThePprocurement Officer – Publisher shall upload the summary and declare the process as complete.

22.3 If the L -1 bidder does not turn up for agreement after finalization of the tender, then he shall be debarred from participation in bidding for three years and action will be taken to blacklist the contractor. Besides the consortium / JV /firm where such an agency / firm already happens to be or is going to be a partner/member/proprietor, he/they shall neither be allowed for participation in bidding for three years nor his/their application will be considered for registration and action will be initiated to blacklist him/them. In that case, the L – 2 bidder, if fulfils others required criteria, would be called for drawing agreement for execution of work subject to condition that the L – 2 bidder negotiates at par with the rate quoted by the L–1 bidder, otherwise the tender will be cancelled.

23. BLOCKING OF PORTAL REGISTRATION:

23.1 If the registration certificate of the contractor is cancelled/suspended by the registering authority/blacklisted by the competent authority his portal registration shall be blocked automatically on receipt of information to that effect.

23.2 The portal registration blocked in the ground mentioned in the above Para-23.1 shall be unblocked automatically in receipt of revocation order of cancellation/suspension/blacklisting from the concerned authority.

23.3 The Officer Inviting Tender shall make due inquiry and issue show cause notice to the concerned contractor who in turn shall furnish his reply, if any, within a fortnight from the date of issue of show cause notice. Thereafter the Officer Inviting Tender is required to issue an intimation to the defaulting bidder about his unsatisfactory reply and recommend to the

Chief Manager (Tech.) for blocking of portal registration within 10 days of intimation to the defaulting bidder regarding his unsatisfactory reply with intimation to the registering authority and concerned Chief Engineer/Heads of Office if any of the following provisions are violated.

23.3.1 Fails to furnish original technical documents before the designated officer within the stipulated date and time.

23.3.2 Backs out from the bid on any day after the last date of on-line bidding till expiry of the bid validity period.

23.3.3 Fails to execute the agreement within the stipulated date.

23.3.4 If any of the information furnished by the bidder is found to be false/ fabricated/ bogus.

Accordingly, the Officer Inviting Tender shall recommend to the Chief Manager (Tech.), State Procurement Cell, Odisha for blocking of portal registration of bidder and simultaneously action shall be initiated by OFFICER INVITING TENDER for blacklisting as per Appendix – XXXIV of O.P.W.D. Code, Volume-II.

24. GUIDELINES FOR UNBLOCKING OF PORTAL REGISTRATION:

24.1 Unblocking of portal registration of a contractor shall be done by a Committee consisting of the following members:

E.I.C. (Civil)-cum-C.P.O.	-	Chairman
Engineer-in-Chief (W.R.)	-	Member
Concerned Chief Engineer	-	Member
Senior Manager (Finance), S.P.C.	-	Member
Officer Inviting Tender	-	Member
Chief Manager (Technical), S.P.C.	-	Convener

24.2 The Chief Manager (Tech.), State Procurement Cell will be the convener and he will maintain all records for this purpose. The committee shall meet not less than once in a month if required & shall consider the recommendation of the officer inviting tender for unblocking of portal registration. The quorum of the meeting will be four.

24.3 The minimum period of blocking of portal registration shall in no case be less than 180 days. After blocking of portal registration, the contractor whose portal registration has been blocked may file application to the concerned officer inviting tender showing sufficient ground for unblocking of his portal registration along with a treasury challan showing deposit of ₹10, 000/- (Rupees ten thousand) only (non refundable) under the head of accounts '0059 – Public Works' as processing fees. The officer inviting tender shall forward the application filed by the contractor to the Chief Manager (Tech.), State Procurement Cell.

24.4 On receipt of recommendation from the concerned Chief Engineer along with the copy of challan as mentioned above, the Chief Manager (Tech.) being the member-convener of the committee shall place the case before the committee for examination and taking a decision in this regard. After examination the committee may recommend for unblocking of the portal registration of said contractor if the committee is satisfied that the fault committed by the contractor is either unintentional or done for the first time.

24.5 After scrutiny by the State Procurement Cell if it is found that the portal registration of a contractor has been blocked for the 2nd time the Chief Manager (Tech.), S.P.C. may not consider his case to be placed before he committee and may advice the concerned officer inviting tender to issue show cause notice to the contractor asking him to explain as to why his portal registration shall not remain blocked. On receipt of show cause reply from the contractor the officer inviting tender shall examine the same & if considered proper he may report to the Chief Manager (Tech.), S.P.C. along with his views furnishing the copy of the show cause reply for placement of the same before the committee for taking a decision in respect of

blocking/unblocking. If the committee found that the contractor is in habit of committing such fault again and again intentionally the committee may advice the concerned officer inviting tender to initiate proceeding for blacklisting as per the existing rule.

24.6. The checklist (Schedule-D) must be ensured by the bidder. She/he has to fill up the checklist under his/her signature and upload the scanned copy of the same in the portal.

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SCOPE OF WORK

1. 1. To provide Security Guard with Lathi & Armed Guard with Gun having armed license.

1.2. To provide Security Service in around the **Podagada Dam Division, Khatiguda,** and Watch & Ward at any other places as and when required by the Department as per the direction of the Officer-in-Charge.

1.3. To protect against Theft, Burglary, Trespassing, Prevention of any untoward incidents in & around the **Podagada Dam Division & any other areas in the interest of the Department.**

1.4. To check all visitors, materials etc. & maintain records thereof.

1.5. To provide assistance in case of Strike, Riots & labour unrest, Emergencies, protection to employees of the Department & its properties in the event of theft damages & sabotages.

1.6. To collect information intelligently & take appropriate steps to prevent untoward incidents & inform the management promptly for necessary action.

1.7. To provide assistance to put off fire in the Office and any other areas within the Department premises.

1.8. To keep watch of vehicles (Cycles, Two wheelers, Four wheelers) in the parking space provided for the Department employees in the UIDC, premises.

1.9. To keep everyday watch on the vacant land / Office of the management & submission of the report to the officer-in-charge.

1.10. To maintain Registers/ Records relating to those activities covered under the scope of the work as per the instructions of the Department from time to time.

1.11. The contract for providing aforesaid security personnel will be for one year only with effect from **the date of concluding of the Agreement** and will be ended after one year of such of the contract period on contract basis. The period of the contract may be curtailed / terminated before the due date owing to deficiency in service or substandard quality of security personnel deployed by the selected Security Agencies or because of change in the Corporation requirement. The Department however, reserves rights to terminate this initial contract at any time by giving 30 days' Notice to the selected Security Agencies if the agency fails to provide the quality of services.

1.12. **This Department/ Organization has tentative requirements of 1(One) Nos of Asst. Security Officer (Trained Person), 20 (Twenty) Nos. of Gun man with Gun & 52 (Fifty-Two) Nos. of Security Guard with Lathi, the Nos. of guards may increase/ decrease in any /all the categories as per the requirement.** Department reserves the right to add more functions to, or exclude some function from the above-mentioned list, deemed fit, during the tender process / and or the contract negotiations if any.

2.1 **Bid Evaluation Methodology**.

(i) Bidders not fulfilling the eligibility criteria shall be excluded from further evaluation.

(ii) Evaluation shall be based on Technical and Financial bids submitted by the Bidders.

(iii) **Bidders fulfilling the eligibility criteria as per the above evaluation criteria shall be called for opening of the financial bids**. Financial bids of such bidders shall be opened in the presence of their representatives, if any, and date for such bid opening shall be intimated to the technically qualified bidders.

(iv) The Competent Authority reserves the right to cancel any or all bids without assigning any reason thereof.

2.2 **Award of contract**: Department shall award the contract to the respective qualifying bidder quoting lowest price. **In case of Tie in L-I prices, the authority reserves the right to decide it on the basis of lottery**.

2.3 Agreement: - The successful Bidder/Security Agency will be required to execute an agreement within 15(fifteen) days of issue of work order with the **Executive Engineer, Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda, Dist. Nabarangpur, Odisha** in a non-judicial stamp paper amounting to Rs.100.00 (Rupees One hundred only) before execution of the work. The contract will be effective from the date of agreement. The agreement is terminable by giving 30 days' notice from either side during the period of agreement or on completion of the agreement.

GENERAL TERMS & CONDITIONS

1. **Bill**: - The Security Agency should submit the bill of service to the Officer-in-charge by 1st week of the succeeding month. The following documents are to be submitted along with the bill, in the absence of which, no payment shall be released.

1.1 Pay acquaintance duly signed by the deployed security personnel after receipt of the payment and signed by the officer in-charge on the body of the acquaintance. In case of payment of wages made through the bank account of concerned security personnel, the copy of bank statement duly acknowledged by the bank and the proof of debit of the amount from the account of the agency may be duly certified by the officer in-charge.

1.2. Documents towards deposit of EPF & ESI (if applicable) of the previous month.

1.3. Certification of Officer-in-charge towards satisfactory performance.
The Security agency shall raise the bill, in triplicate along with attendance sheet duly verified by the Officer-in-charge in respect of the security personnel deployed and submit the same to the authority by the first week of the succeeding month. As far as possible, the payment will be released by the second week of the succeeding month.
If required a requisite portion of the bill or whole of the bill amount shall be held up till submission of the proof of deposit of statutory dues of last month.

2. **Liquidated Damage (LD)**
If the service undertaken by the Security Agencies is not up to the satisfaction.

i) The authority may at its own discretion impose financial penalty on the Firm/ Security Services provider, **OR**

ii) Full or part of the amount of the bill will be withheld/deducted from the monthly bill or security deposit amount as the case may be without any notice. **OR**

iii) The authority may terminate the contract at any time without any notice.

The amount of penalty shall be calculated @ Rs.100.00 per day on account of delay and Rs500/- for default if any, in providing a suitable substitute for the period beyond three working days by the Security agency and shall be deducted from its monthly bills in the succeeding month.

3 **LEGAL**

(i) The Security personnel 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 Security Agency as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
The persons supplied by the Agency should not have any adverse Police records/ criminal cases pending against them. The agency should make adequate enquires about the character and antecedents of the persons whom they are recommending. The character and antecedents of each personnel of the Security Agency must have been verified by the Security Agency before their deployment, collecting proofs and identity like driving license, bank account details, previous works experience, proof of residence, recent photograph, Voter ID card and a certification to this effect submitted to the office of the **Executive Engineer, Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda, Dist. Nabarangpur (Odisha**). The Security Agency will also ensure that the personnel deployed are medically fit and will keep in record a certificate of their medical fitness. The Security Agency shall withdraw such employees who are not found suitable by the office for any reasons immediately on receipt of such request.

(ii) The Security Agency shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.

(iii) **The Security Agency shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of Security personnel deployed with the Authority of Department. The Authority of the Department shall have no liability in this regard**.

The Security agency shall also be liable for depositing all taxes, levis, cess etc. on account of service rendered by the Agency to the Authority of **the Department**. to the concerned tax collection authorities, from time to time, as per rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the concerned Authority of **the Department**.

The Security Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to the authority of the Department. or any other authority under law.

(iv) In case, the Security Agency fails to comply with any liability under appropriate law, and as a result thereof, the Authority of the Department. is put to any loss/ obligation, monetary or otherwise, the Authority of **the Department**. will be entitled to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Security Agency, to the extent of the loss or obligation in monetary terms.

The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Authority of **the Department** will have no liability towards non-payment of remuneration to the Security personnel deployed by the Security Agency, and the outstanding statutory dues of the Security Agency to statutory authorities. If any loss or damage is caused to the property of the Department due to lapses on duty by the Security personnel deployed by the Agency, the same shall be recovered from the unpaid bills or adjusted from the security deposit or any deposits. In the event of loss is more than the Security deposit and unpaid bills, the Agency shall be liable to pay the excess amount.

(v) In the event of any dispute arising out of or in relation to the job contract, the same shall be referred to the competent authorities of the Department, whose decision shall be final and binding.

Suits, if any arising out of the contract can be filed by either in a court of law to which the jurisdiction of the High Court of Odisha extends. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

(vi) The Security Agency will be bound by the details furnished by it to the Authority 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 making it liable for legal action besides termination of the Agreement.

(vii) In case of termination of this Agreement on its expiry or otherwise, the Security personnel deployed by the Security Agency shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

(viii) 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.

The successful bidder is not allowed to sub contract full or part of this assignment.

4 **Liability of the Agency**: -

i) The working hours of the Watch & Ward security service will be for 24 hours daily (three shift & General shift, each shift for 08-00 Hrs.) on all days throughout the year.

ii) The Security service provider shall provide security services to the Employees/ Guests/Visitors/ & Properties on as-is-where- is basis as per the instructions of the Officer-in-charge from time to time.

(iii) The Security service provider shall be responsible for compensation to any of his workmen under the Workmen's Compensation Act,1923 during the period of contract.

iv) The Security service provider shall ensure to pay the wages and other statutory dues in respect of his employees during working hours within the first seven days of every succeeding month of wage period positively in the presence of the authorized representative of the principal employer without waiting for release of payment of preceding month from the Department. Alternatively, the payment of the wages of the security personnel can be made through bank account of the concerned security personnel and the copy of the acknowledged statement should be certified by the authorized representatives of the principal employer. However in case of delay for more than one

month of release of payment of preceding month, the matter may be brought the kind notice of the higher authorities of the Department.

v) The security Agency shall undertake to pay the minimum wages declared by the state Government from time to time to the Security personnel which includes all statutory dues. The differential amount will be reimbursed from the Department on production of documentary evidence.

vi) The Security service provider shall comply to all statutory requirements as applicable from time to time and shall indemnify the company for any liability whatsoever on the company for the lapses or non-compliance by the Security service provider or his representative. In particular the Firm/Man power service provider shall, each month deposit contributions on account of EPF & ESI with concerned authority as applicable and submit the proof of deposit of previous month along with the bill. In this connection, the Security service provider shall furnish copies of EPF & ESI registration certificates along with Contractor Labour License as a proof of coverage of his firm under EPF & ESI along with tender.

vii) The Security personnel deployed shall be required to report for work as per the direction issued by the Officer-in-charge and are required to work for eight hours in a day. No extra remuneration in shape of over time shall be allowed to any Security personnel in the event of deployment of Security personnel by the Agency beyond eight hours a day. 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.

viii) The Security Agency shall nominate a coordinator who shall be responsible for immediate interaction with the organization so that optimal services of the persons deployed could be availed without any disruption.

ix) For all intents and purpose, the Security Agency shall be the 'Employer' within the meaning of different Rules and Acts in respect of manpower so deployed. The persons deployed by the Security Agency shall not have any claim whatsoever like employer and employee relationship against the Department/Organization or office concerned.

x) The Security Service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Authority of the Department shall, in no way, be responsible for settlement of such issues whatsoever.

xi) The Authority of the Department shall not be responsible for any financial loss or any injury to any person deployed by the Security Service provider in the course of their performing the functions/duties, or for payment towards any compensation.

xii) The Security personnel deployed by the Security Agency 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.

xiii) **Insurance**: - The Security Agency has to insure the security personnel at his own cost. Department will not be held responsible for any other incidental/Accidental expenses. The copy of the insured policy shall be submitted at the time of agreement.

xiv) The Security Agency must be registered with the concerned Govt. Authorities, i.e. labour Commissioner, Provident Fund Authorities Employees State Insurance Corporation etc. And a copy of the registration should be submitted. The Security Agency shall comply with all the legal requirements for obtaining license under Contract Labour (Regulations and Abolition) Act,1970 if any, at his own cost. The Security Agency must also have obtained license from the Home Department of Govt. of Odisha under Private Security Act.

xv) The entire financial liability in respect of Security personnel deployed under **Podagada Dam Division. Upper Indravati Dam Circle, Khatiguda, Dist. Nabarangpur, Odisha**, will be of the agency. The Department will not be liable for the same in any manner.

xvi) The Security personnel deployed shall not claim any benefit or compensation or absorption or regularization of deployment with the authority of the Department under the provision

of rules and Act. Under taking from the person deployed to this effect shall be required to be submitted by the Security Agency.

xvii) The Security Agency 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 responsibility of the Security agency. The Security Agency shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

5. **Period of Contract: -**

The successful bidder will enter into an agreement with the Authority of the Department for supply of suitable manpower as per requirement of this department on the above terms and conditions.

The Agreement shall automatically be expired on completion of the contract period unless extended further by the mutual consent of the Security Agency on the authority of the Department.

The period of contract is for 212 (Two Hundred Twelve) days i.e. from**.....**to**.....** or the actual date of agreement.....and ended on dtd..... on contract basis unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard duty of manpower deployed, breach of contract etc. Or change in requirements.

The Agreement shall automatically expire on completion of the contract period unless extended further by the mutual consent of the Security Agency and the Authority of the Department.

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 Security Agency and the Authority of the Department.

The Authority of the Department reserves the right to terminate the initial contract at any time after giving 30 days' notice to the selected service provider.

6. **Indemnification**: - The Security Agencies shall indemnify Department against any loss due to any accident caused due to negligence of the security personnel. If it is proved that the damage to equipment/theft is due to negligence of the security personnel, the agency has to bear the actual expenses failing which it shall be recovered from the security deposit/ bills. The authority 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.

7. **VALIDITY**: The Tender should have a validity period of 90 (ninety) days from the date of opening of Tender, failing which the Tender will be rejected.

8. **Suspension/Termination of the Contract**: -
If the security agency fails to perform to the satisfaction of the Department, then the work order shall be cancelled without notice with invoking of the security deposit and stoppage of pending payments. The authority reserves the right to terminate the contract without assigning any reason thereof, at any time during the period of contract by giving 30 days notice of its intention to do so, in the event of such termination of the contract, the firm/security service provider shall only be entitled for all the amount for services actually provided under the contract till the termination of the contract, subject to deduction, if any, under the terms of contract. No other claims can be allowed or considered.

9. **Rejections**:

The authority reserves the right to reject any or all Tenders without assigning any reason thereof.

10. **Force Majeure**:
The security agency shall not be liable for any L.D. for delay in fulfilling the obligation of the service contract for reasons of force majeure such as Acts of Govt. Act of public Enemy, Fire, Floods, Epidemic, Quarantine, War restriction imposed by Govt., Strike etc. And provided that the firm shall, within 15 days of the beginning of such delay, notify OHPC in writing of the nature and cause of such delay, Department shall verify the facts and may grant such time extension(s) as facts justify.

11. **Officer-in-charge: - The Executive Engineer, Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda.**

12. **Paying Officer: -The Executive Engineer, Podagada Dam Division, Upper Indravati Dam Circle, Khatiguda.**

13. **Jurisdiction of Court**: - Suits and/ or legal proceedings if any arising, out of the contract shall be filed by either party in a court of law to which the jurisdiction of Hon'ble High court of Odisha extends.

14. **Disclaimer**: - Department reserves the right to accept or reject any or all responses and to request additional submission or clarifications from one or more Appointment(s) at any stage or to cancel the process entirely without assigning any reason.

TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER SERVICE PROVIDER /AGENCY

1. The tendering security agency should fulfil the following technical specifications:
   a) The registered office or one of the branch offices of the security agency should be located within the locality **of the user Department/ 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 number of the person to liaise with the said Field Office(s).
   b) They should have a valid license under Private Security Agency (Regulation) Act 2005 (Private Security Agencies Rules 2009).
   c) They should be registered with the appropriate registration authority.
   d) They should have **at least three years' experience** in providing Security services to Government Department, Public Sector Companies / Banks, etc.
   e) They should have their own Bank Account.
   f) They should be registered with Income Tax and GST Department.
   g) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
   h) They should have any other regulatory clearance (to be specified by the Department) that may be required for providing manpower services.

SCHEDULE-D

CHECK LIST FOR DOCUMENTS TO BE SUBMITTED BY THE TENDERER FOR WATCH & WARD SERVICES, FOR PROVIDING SECURITY PERSONNEL AT DIFFERENT VITAL POINTS OF PODAGADA DAM DIVISION, UPPER INDRAVATI DAM CIRCLE, KHATIGUDA.

Mark wherever necessary (Yes /No)

Sl. No	Documents	Tick in appropriate column			
1	Acknowledge of online deposit of EMD & Tender paper cost	Yes		No	
2	Copy of valid license under Private Security Agency (Regulation) Act 2005 (Private Security Agencies Rules 2009)	Yes		No	
3	Copy of PAN Card.	Yes		No	
4	Copy of the GSTIN Registration Certificate	Yes		No	
5	Copy of the IT return filed for the last three financial years	Yes		No	
6	Original Affidavit regarding authentication of documents with no adverse certificate *(Annexure- 'A')*,	Yes		No	
7	Information regarding current litigation debarring expelling of tendered or abandonment of work by the tenderer. (*Annexure- 'B')*	Yes		No	
8	No Relation Certificate (Annexure- 'C')	Yes		No	
9	Copies of the registration certificate (Employer's Code Number) issued by the RPFC Authority in the name of the Firm/ Man Power Service Provider as per the EPF Scheme	Yes		No	
10	Copy of the ESI registration certificate	Yes		No	
11	Copy of proof of experience for 03 years along with copies of work order /agreement and with completion certificate from the concerned Department	Yes		No	
12	Copy of the extracts of the Bank Account containing transactions during last three years	Yes		No	
13	Certified copy of power of attorney in case of Partnership Firm/ Limited Company/ Corporation along with company details	Yes		No	
14	Copy of Valid License issued by the competent authority in the name of the man power service provider / Firm under the Contract Labour (R& A) Act. 1970.	Yes		No	
15	Copy of audited profit & loss accounts & balance sheets for the Financial Year 23-24,24-25 & 25-26(Financial turn over)	Yes		No	
16	Price Bid upload	Yes		No	
17	Tender Document along with other required documents	Yes		No	
18	Agree with Certificate at para-71 of conditions of contract	Yes		No	
19	Undertaking for temporary local office	Yes		No	

Signature of the Firm / Supplier

Complete Address

Full Name of the Firm / Supplier

Seal of the Establishment

Date:

Place:

Phone / Fax / Mobile / Email

.....

Bidder's Stamp & Seal:

.....

FORMAT FOR IDENTITY CARD TO BE ISSUED BY SECURITY SERVICE PROVIDER TO THE SUPPORT STAFF

NAME OF THE SECURITY SERVICE PROVIDER
Address with telephone No.

Photograph

IDENTITY CARD No. .....

Name:

.....

Designation:

.....

Place of Work:

.....

Contact No.:

.....

Height .....Chest .....Weight .....

Blood Group: .....

Date of Issue: .....

Valid up to: .....

Signature of the Card Holder

Signature of the Issuing Authority

Instructions:

1. This card is not transferable.
2. Please surrender this card on expiry/ end of contract/ resignation/ removal from the service.
3. Loss/ mutilation should be intimated to the issuing authority immediately.
4. Please display this card while entering in the work place.

1. Audited financial turnover of the tendering Security Service Provider for the last three financial years.

Financial Year	Amount (Rs. In Lacs)	Remarks if any
2023-24		
2024-25		
2025-26		

2. Give details of the major similar contract carried by the tendering Manpower Service Provider/ Agency during the last three years in the following Format with proof of support documents:
(If the space provided is insufficient, a separate sheet may be attached):

Sl. No.	Name of Client, Address, Telephone & Fax No.	Security Service Provided		Amount Of Contract (Rs. In Lacs.)	Duration of Contract	
		Type of Security Provided	No.		From	To

3. Additional information, if any:
(Attach separate sheets, if required)

Date: Signature of authorized person
Place: Full Name:
Place Seal:

4. Whether there are any court / arbitration / any other legal case against the Firm / Organization (If yes, give a brief note of the case indicating its present status) (Yes / No)

Bidder Seal:
Place ..... Date: .....

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SCHEDULE-'A'

AFFIDAVIT
(To be executed in Non-judicial stamp paper & to be notarised)

I, Sri/Smt……aged….....years, Son/Daughter/ Wife of Sri…… at present residing At……..….....
P.O…….....P.S……Dist……..…..State…….….....
& Country……..... PIN ……..…….do here by solemnly affirm as follows:

i) That, I / We possess a valid license for providing security service issued by*…….....& is valid up to**……...I am submitting tender before the *Executive Engineer, Podagada Dam Division, Khatiguda* for execution of the work *"Deployment of security personnel at different vital points under Podagada Dam Division of UIDC, Khatiguda for seven calendar months/ 212 days."* in response to e-Procurement Notice No. *EEPDD-05(01)/2026-27, Dated: 13.10.2026* & Bid Identification No. *EEPDD-05(01/01)/2026-27.*

ii) I am the authorized signatory on behalf of the firm for the bid of the work mentioned above.

iii) I am swearing this affidavit that all bid documents and accompanying papers those being uploaded to the portal/submitted by me before the *Executive Engineer, Podagada Dam Division, Khatiguda* are all authentic and Bonafide documents in the eyes of the law of the land. That the facts stated in the affidavit are true to the best of my knowledge and belief.

(Signature of the bidder)

Note:

*Mention the license issuing authority.

* Mention the date up to which the license is valid.

SCHEDULE –'B'

INFORMATION REGARDING LITIGATION/ DEBARRING/ EXPELLING OF BIDDER OR ABANDONMENT OF WORK BY THE BIDDER.

1.	a)	Is the bidder or any of its constituent partners currently involved in any litigation relating to the works?	:	
	b)	If yes, give details:	:	
2.	a)	Has the bidder or any of its constituent partners been debarred / expelled by any agency in India during the last three years?	:	
	b)	If yes, give details:	:	
3.	a)	Has the bidder or any of its constituent partners failed to perform on any contract work in India during the last three years?	:	
	b)	If yes, give details:	:	

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

I/We am/are aware that if the facts stated above subsequently proved to be false my/our contract will be rescinded with forfeiture of security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

(Signature of bidder)

Address: _____

_____

_____

Date: _____

SCHEDULE-'C'

UNDERTAKING ON CERTIFICATE OF 'NO RELATIONSHIP'

I/We hereby certify that I/We am/are not related to any officer of P.W.D. of the rank of Asst. Engineer and above and any officer of the Department of Water Resources of the rank of Asst. Secretary and above. 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/I.S.D. &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 bid liable for rejection.

(Signature of bidder)

Address: _____

_____

_____

Date: _____

CONDITIONS OF CONTRACT

1. The bidder at his own cost, expense and all liabilities shall deploy and maintain the trained and fully uniformed & fully furnished security staff according to the allotment of duties / areas of responsibilities as per instruction of the ***Divisional Officer (To be intimated in the Letter of Acceptance)*** here in after called the ***Engineer-in-Charge*** from time to time. For the purpose, he shall:

a) Keep the security staff on its own pay roll, pay their salary / wages not less than the prescribed minimum rates of wages as notified by the Government of Odisha in terms of the Minimum Wages Act and Rules made there under in this regard from time to time and deposit / pay / provide the statutory dues, allowances, contributions, facilities and benefits etc; as applicable and in force from time to time.

b) Provide round the clock security service to Indravati Dam, Kapur Dam, Podagada Dam & their surroundings; different stores, garages, workshops, colony, IB, offices at Khatiguda (Dist: Nabarangpur) & Mukhiguda (Dist: Kalahandi) and other vital points of Upper Indravati Dam Circle, Khatiguda.

2. The bidder shall have to deposit statutory contributions in separate challan (Both for employees and employer share) in respect of his employees towards EPF & ESI with the concerned authorities in each month in time and produce proof of the same to the ***Engineer-in-Charge*** for payment of the bill of succeeding month.

3.The bidder shall have to maintain the Muster Roll, Register for Payment of Wages and such appropriate registers in terms of the Odisha Contract Labour (Regulation and Abolition) Rules-1975.

4.GST as applicable at the prevailing rate shall be paid to the bidder over each bill.

5. The bidder shall undertake to indemnify the Department of any default in such payment including the dues and contributions as stated above.

6. The bidder shall be responsible for the protection of the properties of department, properties under the possession of department and other such places of the department where the security services are required and prevention of any crime, trespass, mischief, theft, burglary, fire etc; in the required manner and as per the terms and conditions and the bidder shall compensate to department tin the event of any loss / damage is sustained due to the negligence of the personnel of the bidder. In case of theft / pilferage, cost of the same will be recovered from the bidder, if it is established that the given responsibilities has not been discharged satisfactorily by the bidder. In case of any dispute with regards to responsibility, decision of the ***Engineer-in-Charge*** will be final and binding.

7. Any damage, deterioration, loss caused to the department property due to negligence, carelessness on the part of workers employed by the bidder shall be made good by the bidder at his own cost. If she/he fails to do this, department reserves the right to affect necessary recoveries from the bidder's bill or security deposit or through any other mean as per law.

8. The personnel deployed by the bidder have to be vigilant and check / assist in checking if required, at entry and exit gates etc; of office accommodation, buildings and such other places as aforesaid of department and maintain the records in this regard all incoming and outgoing persons, vehicles, materials etc; at the time of entering / leaving and maintain the records in this regard strictly and produce to the department officers on demand.

9.The bidder shall regulate traffic and ensure proper and systematic parking. He shall protect the department property and premises against all outside and inside forces including malicious acts of any person and is responsible to keep the premises free from all unauthorized persons and undesirable elements creating nuisance and disturbances, patrolling in area of responsibility and to check all the locks and seals while on patrol. In the event of any theft, pilferage, fire, disobedience, indiscipline, unauthorized / anti-institutional activities and all other criminal activities in work place,

The security personnel shall report the same to the officer concerned of the department. The bidder shall apprehend culprits and hand them over to local police authorities and lodge complaints /FIR with the police authorities on behalf of ***Engineer-in-Charge*** and shall keep close liaison with local police authorities for follow up action of theft or pilferage of Govt. property and unauthorized trespassing.

10. In case of failure of the bidder to deliver satisfactory services or to pay wages with all statutory dues and contributions in respect of their employees in time or for any such reason, the bidder will be liable to pay compensation to the ***Engineer-in-Charge***. The decision on the compensation payable by the bidder shall be determined by the department, which will be binding on the bidder. In case of any dispute in this regard, decision of the ***Engineer-in-Charge*** will be final and binding.

11. The ***Engineer-in-Charge*** shall have the power to withhold partly or fully the dues / security deposit of the bidder for reasons to be communicated to the bidder for contravention of any terms and conditions. In such event, the bidder will not withhold payment of wages and statutory dues / contributions to statutory authorities in respect of their employees.

12. The bidder shall abide by all the instructions of the department from time to time.

13. The agreement shall be effective for ***212 (two Hundred Twelve)*** **Days** from the date as stipulated in the agreement. The agreement shall automatically cease at the end of the last day of agreement period and no prior notice is required to be served on the bidder for this purpose.

14. Any legal dispute arising out of this agreement shall only be subject to the jurisdiction of the Civil court situated at Nabarangpur, Dist.: Nabarangpur (Odisha).

15. The bidder shall deposit a sum equivalent to 5% (Five percent) of the contract value in favour of the **Divisional Officer (To be intimated in the Letter of Acceptance)** as security in shape of National Savings Certificate/ Post Office Savings Bank Account pass book/ Post Office Time Deposit Account pass book/ Kisan Vikas Patra /Deposit Receipt of scheduled bank duly pledged/Bank Guarantee in favour of the **Divisional Officer (To be intimated in the Letter of Acceptance)**from any Nationalized /Scheduled Bank in India counter guaranteed by its local branch at Bhubaneswar before signing of the agreement. The security deposit shall be refunded only after satisfactory completion of the contract provided that the final bill is paid and compliance, if any, is attended.

16. The bidder has to submit all particulars such as bio-data and passport size photograph of the security personnel employed by him to the *Engineer-in-Charge*. The bidder shall ensure that standard height of the security personnel should not be less than 170 cm and that they shall have a good physique to perform the job of security personnel. The bidder must ensure valid Gun License. However, deployment of such security personnel by the bidder shall be subject to clearance / approval of the *Engineer-in-Charge*.

17. If the contract firm dissolves due to death of any partner or for any other reason before completion of the contract period or any part of it is undertaken in the principal agreement, each partner shall remain jointly, severely and personally liable to complete the whole work to the satisfaction of the department

18. No work other than specified in the tender / agreement shall be carried out by the bidder without prior approval of ***Engineer-in-Charge*** in writing. If any work is ordered to be carried out by the bidder rate for which does not appear in the agreement, the rate for such work should be mutually agreed upon first before undertaking such work by the bidder.

19. The *Contract Labour (Regulation and Abolition) Act 1970*should be strictly followed during tenure of the contract. The bidder shall provide first aid facilities during all working hours along with First Aid Box equipped with prescribed first aid facilities at every place where contract labour is employed by him.

20.The bidder shall provide the security service everyday (i.e. from Monday to Sunday) and every week. Rest, compensatory rest, leave etc.; to the workers engaged by the bidder shall be arranged by the bidder at his own cost. No extra payment shall be made for working on Sundays and National / General Holidays.

21. The ***Engineer-in-Charge*** or his representative shall have the authority to advise the bidder to remove from work place any worker / workers, engaged by the bidder under the contract, whom he considers incompetent or unsuitable.
22. The work executed shall be to the satisfaction of the ***Engineer-in-Charge*** /his representative. The rates shall include all incidental & contingent expenses and the cost of materials which, although not specifically mentioned in the scope, are necessary for its completion in a sound and efficient manner.

23. The bidder shall take out and keep in force policy / policies of insurance against all liabilities and recognized risks in respect of accidents to the persons employed by the bidder for the purpose of carrying out the works under this contract. In respect of all staff engaged by him, the bidder shall be solemnly responsible against all claims under Workmen Compensation Act and Labour Contract Act.

24. The bidder shall maintain centralized cell for the purpose of coordination. The bidder will have to provide a system by which their senior most / responsible official at field level can be contacted any time of day or night in emergency.

25. The bidder shall carryout any other order or task allotted by management in the interest of watch and ward duties of the department premises within the staff strength.

26. The firefighting operation with fire extinguishers, in case of fire, in the location / installation into: Kapur Dam, Podagada Dam, Indravati Dam & their surroundings; different stores, offices, colony, IB, Pump House, Rest Shed at Khatiguda (Dist: Nabarangpur) & Mukhiguda (Dist: Kalahandi); and other vital points of Podagada Dam Division, Khatiguda, Upper Indravati Dam Circle, Khatiguda as and when required would be the responsibility of the security personnel deployed. They will also be required to operate in case of fire.

27. The bidder will be required to maintain attendance register to guarantee that number of persons as required is actually being employed and such books/registers after necessary checking will be countersigned by the ***Engineer-in-Charge***.

28.(a)The **Divisional Officer (To be intimated in the Letter of Acceptance)** reserves the right of termination of the contract with immediate effect. This will also apply if it is established that the bidder has not been able to follow Central Govt. / State Govt. laws or has breached any contract agreement. The **Divisional Officer (To be intimated in the Letter of Acceptance)** also reserves the right to terminate the agreement by giving 15 (fifteen) days' notice in case the department desires to have alternative security arrangement.
(b) In anticipation for deployment of Odisha Industrial Security personnel at UIDC, Khatiguda by the Govt. of Odisha, after receiving of specific instruction from the competent higher authorities Fifteen days notice will be issued to the agency by the tender accepting authority to close the contract.

29. The bidder shall employ only such staff who are of good character, physically fit, well behaved and trained in their duties and will undertake to discharge duties as entrusted to them by the department. Such employees who are found to be creating nuisance and not up to the required standard should never be engaged by the bidder. It should be ensured that the employees employed by the bidder are having proven antecedents and no police case is pending against such people. The bidder shall be solely responsible for all acts of commission / omission of its employees.

30. The bidder shall ensure that all their men are literate, wear standard uniform badges, caps and shoes and are equipped with torches, batons and other equipments considered necessary for discharging their duties effectively. All these items will be provided and recouped by the bidder at his own cost.

31. The staff on duty shall be always respectful to the ***Engineer-in-Charge*** or his representative. They shall be courteous to all department staff and visitors and politely seek information if any. All personnel should be at least 7^{th}. class pass and should have minimum working knowledge of English and Hindi.

32. In no case, security personnel should be found in untidy condition, drunken or sleeping during duty hours. Every guard should have torch, whistle and baton always in hand and should whistle all around regularly. Uniform, socks etc; should be washed and ironed daily and leather shoes should be polished daily.

33. The bidder shall comply with all relevant statues of the Govt. including *Contract Labour (Regulation and Abolition) Act 1970*, *Minimum Wages Act 1948*, *Employees State Insurance Act*, *Employees Provident Fund Act*, *Employment of Children Act*, *Untouchability Act* and other *Labour Laws*, *GST Act* as amended from time to time. The bidder shall also indemnify the department against any claims / liabilities under these Acts and if any penalty is to be paid by the department, the same will be deducted from bidder's dues.

34. The bidder has to submit proof of compliance of the above laws whenever required by the ***Engineer-in-Charge***.

35. No residential accommodation will be provided by the department for any of the employees of the bidder.

36. The bidder will have to obtain necessary license as required in respect of its employees from Labour Commissioner in addition to all other requirements / license etc; for its registration and operation as a housekeeping agency. This license shall be kept valid for all the time during the currency of the contract.

37. The bidder will also be required to guard the two wheelers and four wheelers of staff kept at Dam premises& different locations as assigned in the contract.

38. Shift timing should be as follows:

1st. Shift: 06:00 Hrs. to 14:00 Hrs.

2nd. Shift: 14:00 Hrs. to 22:00 Hrs.

3rd. Shift: 22:00 Hrs. to 06:00 Hrs. of the subsequent day.

The guards should report at the duty at least half an hour before commencement of their duty and remain in touch with the officer-in-charge assigned by the department.

39.Mode of payment: On completion of the work to the satisfaction of department, the bidder shall be entitled for payment of the monthly dues in the successive month subject to the terms and conditions laid down in the agreement. The monthly bill, based on actual attendance of security guards, as verified from the Attendance Register and duly verified by officer-in-charge assigned by the department, will be submitted to the ***Engineer-in-Charge***. The bidder is required to submit the proof of wages disbursement, E.P.F. & E.S.I. deposit and other statutory dues as applicable along with the bill of the said month to get the payment of the bill of subsequent month. Income Tax, G.S.T.& other dues shall be deducted from the bills of the bidder as applicable.

40*. The bidder has to provide security personnel throughout the day round the clock. Penalty @ ₹500/- (Rupees five hundred) only per head per day will be imposed if any place / location of duty as per duty chart found unmanned. For not wearing complete uniform during duty hours a fine of ₹100/- (Rupees one hundred) only will be imposed. Appeal if any, against the fine, will be decided by the Engineer-in-Charge whose decision is binding. The penalty for negligence, dereliction of duty, default and undesirables act shall be minimum of payment of one staff for one shift and may exceed to ₹500/- (Rupees five hundred) only for one instance.*

41. Before execution of contract agreement, the bidder shall furnish the copy of valid gun license of the gunmen to be deployed failing which the bid shall not be accepted.

42. Before commencement of contract, the bidder has to furnish list of personnel (name, address and passport size photograph) who are likely to be deployed under the contract as well as their police verification report for good character and non-involvement of his employees in any criminal

cases. If any security personnel need to be replaced during the contract period, then bidder shall submit police verification report for good character and non-involvement in any criminal cases of the personnel to be engaged in replacement, to the ***Engineer-in-Charge*** with a request for approval of such replacement. Only after receipt of approval from the ***Engineer-in-Charge*** in this regard the new security personnel shall be deployed.

43. The bidder shall be the solely responsible for the maintenance of discipline of the personnel deployed by him from time to time.

44. The bidder shall also be the solely liable for any accident / injuries caused to their personnel arising out of and in the course of employment and that the bidder shall comply with the procedures such as reporting to appropriate authorities, treatment of the injured and meeting the expenses incidental there to, payment of compensation etc.

45. In the event of any theft, pilferage, loss, damage or injury, if any, to the properties of the department or to their employees due to negligence or omission of duty committed by any of the personnel of the bidder; the bidder shall be held liable for all the loss / damage. Whether any such loss is attributed to the negligence of any such act on the part of bidder's security personnel or not, will be decided by the department authorities concerned after a joint enquiry is conducted by the representatives of department and the bidder. In case of any dispute in this regard, the same will be referred to the ***Engineer-in-Charge*** whose decision shall be final.

46. The bidder shall provide at its cost proper and attractive uniforms with name plates and equipments as decided by department. All security personnel deployed shall keep smart, active and impressive appearance and shall put on the uniform in neat and tidy condition.

47. The successful bidder only should execute the contract work awarded. *Subletting the work is not permitted.*

48. The prices mentioned in the contract order shall not be subjected to escalation or increase of any account whatsoever. No escalation / overrun compensation shall be paid.

49. The bidder shall also be responsible for the various taxes / levies of the State Govt /Central Govt. and other statutory bodies.

50. The bidder shall not deploy / engage any worker, who has not completed the age of18 years, on the date of his deployment / engagement.

51. The bidder, before deploying any persons for working, shall issue an identity card with photo to every worker / employee duly countersigned by the authorized officer-in-charge.

52. The bidder shall cover each of his workmen under the *Employees' Provident Fund and Miscellaneous Provision Act-1952* from the very first day of his employment with him.

53. The bidder shall ensure that the security personnel indulging in undesirable acts are changed by the him forthwith on receipt of advice from the department.

54. The security personnel shall be deployed for a maximum of 08 hours duty at a time per 24 Hrs.

55. The bidder shall provide substitute guards immediately in case of absence of any guard.

56. The department to official will conduct checking from time to time with respect to discharge of duties sincerely and as per terms of contract by the security personnel.

57. Persons suffering from contagious or infectious diseases shall not be employed or permitted to work.

58. Bidder shall obtain and hold the license issued under *Private Security Agencies (Regulation) Act 2005* and shall comply with the provisions of the said Act, and *Odisha Private Security Agencies Rules-2009*, irrespective of whether the same is mentioned earlier or not.

59. The Engineer-in Charge reserves right to terminate the contract at any time without assigning any reason thereof.

60. The rate quoted should be inclusive of wages of each guard, EPF, ESI, uniform allowance, torch, safety shoes &other statutory requirements for due performance of the contract.

61. STAFF STRENGTH:

. The bidder should maintain adequate Nos. of reserved security personnel at site at his own cost to substitute the security personnel on weekly off day, leave or against security personnel falling sick. No security personnel shall be subjected to perform more than 1 (one) duty period per day i.e. 08 (eight) hours per day.

62. CONTRACT PERIOD:

The contract period will be for **212 (Two Hundred twelve) days.** The performance of the bidder would be reviewed at the end of every one month &only if found satisfactory, then will be allowed to continue the contract for the rest of the period.

63. SCOPE OF WORK:

Deployment of security personnel shall be at different zones of Kapur Dam, Podagada Dam, Indravati Dam & their surroundings; different stores, garages, workshops, colony, IB, offices at Khatiguda (Dist: Nabarangpur) & Mukhiguda (Dist: Kalahandi) and other vital points of Upper Indravati Dam Circle, Khatiguda around the clock in shifts to guard against:

i. Unauthorized entry in to security zone through main entrance & trace passers.

ii. Theft of materials/equipment from the security zone.

A. Requirement:

Sl. No.	Category	No. of security personnel required per day
1	Assistant Security Officer (Trained Personnel/retired police personnel	01 Nos.
2	Gun Man	20 nos.
	Security Guard with Lathi (lathi man)	52 Nos.

The bidder will engage additional security personnel against weekly off, national & festival holidays and the Nos. to be engaged against the above original security personnel is to be mentioned separately. No extra payment will be made for them; the bidder will arrange their payment at his own cost.

B. <u>Parameters for Security Personnel:</u>

Parameters	*Security personnel (Gun Man) with requisite Gun license*	*Security personnel (Lathi Man)*
Nationality	Must be a citizen of India	Must be a citizen of India
Age	18-65 years on the date of engagement	18-65 years on the date of engagement
Educational Qualification	7^{th} pass	7^{th} pass
Height	Minimum 170 cm without shoes	Minimum 170 cm without shoes
Weight	50 Kg or proportionate to height and age	50 Kg or proportionate to height and age
Chest size	Minimum 76 cm	Minimum 76 cm
Eye sight	The minimum distance vision should be 6/6 and 6/9 both eye without glasses	The minimum distance vision should be 6/6 and 6/9 both eye without glasses

(C) TECHNICAL REQUIREMENTS FOR SECURITY PERSONNEL TO BE DEPLOYED BY THE SUCCESSFUL AGENCIES.

[As per provisions of Section- 10 of the Private Security Agencies (Regulation) Act,2005 & Section-6 of Home Department Notification No.225/2009 dated. 25.06.2009]

1. Should have possessed Physical Standards as per clause 6 of Odisha Private Security Agency Rules-2009.
2. The Security personnel to be deployed should be able to perform duties as required under clause 5.2 (a) to (q) of Odisha Private Security Agency Rules-2009.
3. The Security personnel deployed by the Security Agency should have good police records and no criminal case should be pending against them.
4. The Security personnel 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 UIDC, Khatiguda. The Security Agency shall be responsible for any act of indiscipline on the part of the Security personnel deployed.
5. Performance of the deployed individual shall be verified/ tested at the time of deployment.
6. The minimum age limit of the Security Guard/Supervisor should be above 18 years of age and not exceeding 65 years as on date of Agreement, i.e. on dtd.....
7. The Security personnel to be deployed will be well dressed as per the dress code prescribed by the agency with well equipped with Roll stick and Whistle etc.
   List of Security personnel short listed by Firm for deployment under Podagada Dam Division of UIDC, Khatiguda containing full details i.e. date of birth, marital status, address, educational qualification etc. shall be submitted.
8. The age shall be counted from Educational Certificate.
9. The security personnel must not have knock-knee, flat foot, varicose vein or squint in eyes and they should possess high color vision. They must be in good mental and bodily health and free from any physical defect, which is likely to interfere with the efficient performance of the duties.

   The guards on duty are required to maintain the dairy of visitors/other entering persons/their vehicle No.& the purpose in a register for reference.

64. DUTY AND RESPONSIBILITYOF THE BIDDER:

The duty &responsibility of the bidder indifferent zones assigned for guard and watch &ward shall be:

i. To provide protection against theft & pilferage of materials, equipment, machineries & any such departmental property within zone under guard.

ii. To prevent damage of the installation, machinery, project property & materials by any outsiders within the zone.

iii. To prevent entrance of unauthorized person, miscreants, thieves, mischief makers & such other undesirable persons into the guarded zones.

iv. To catch hold of any unauthorized person or persons entering the zone & hand him/them over to the police under intimation to the departmental officer-in charge for further legal action.

v. The bidder is required to maintain daily diary, zone wise, through their deployed guards. These diaries are subject to inspection by the Project Authority at any time & the authority

may record his observation there in for necessary compliance by the bidder. The above dairy maybe verified by police authority in course of any investigation only with full knowledge of Project Authority.

vi. The security personnel deployed by the bidder shall have to perform their assigned duty honestly & sincerely. The department can take action for removing from duty any of the security staff, if found ineffective or for the reasons of any compliant against him.

vii. The security personnel shall not be paid less than the minimum wages as prescribed by the State Govt. from time to time. The bidder shall keep the name of the guards in their register, pay their wages/salary & allowance besides other benefits like for dresses &equipment. Provident Fund share, compensation from time to time, local transport for movement of security personnel for discharging their duties or for any other cause shall be arranged by bidder at his own cost.

viii. All the guards should be trained guards within the age limit of 65 years. They must be smartly dressed with distinguished uniform. They should have name tag over the breast pocket, suitable head wear & foot wear; all supplied by the bidder employing them. Winter clothing & raincoat/ umbrella etc; should be supplied by the bidder to their deployed staff. The bidder shall provide all accessories like torch light, lantern, petromax light etc; for night patrolling. The guards deployed should possess their IDENTITY CARD certified by the bidder during the duty hours & the dress including safety shoes of good quality should be supplied by the bidder. The Lathi man must have a weapon for self-defense i.e. one & half meter long lathi, whistle & 3 cell torch with battery in the night shift. The guards must be capable of self-defense besides being capable of handling criminal gangs.

ix. The bidder should maintain, throughout the duration of contract period, necessary scheme/Insurance policies as may be necessary for 3rd party liabilities, workmen compensation to protect security personnel deployed against any accident/personnel injury/death in course of deployment during their period of duty. There should be no liability to the project authority in this regard.

x. The bidder should ensure discipline of the security personnel & non-involvement in any party politics or local union activities.

xi. The bidder shall furnish the postal address of his site office. Any notice or instruction to be given to the bidder under the terms of the contract shall be deemed to have been served to him if it has been delivered to his man or his authorized agent or representative at site or sent by local dak to the site office or by registered letter to the address of the firm last provided by the bidder.

xii. The bidder/Asst, Security officer or his authorized agent shall assist in inspection of security work.

xiii. The bidder has to furnish, before commencement of contract, list of personnel (name, address and passport size photo graph) who are likely to be deployed under the contract as well as their police verification report for good character and non-involvement of his employees in any criminal cases.

xiv. ` The bidder shall, on the written direction of officer-in-charge, immediately remove from the work any person employed thereon and such person shall not be re-employed on the work without obtaining written permission to that effect from the officer-in-charge.

65. SECURITY ZONE: Kapur Dam, Podagada Dam, Indravati Dam & their surroundings, different stores, offices, colony, IB, Pump House, Rest Shed at Khatiguda (Dist: Nabarangpur) & Mukhiguda (Dist: Kalahandi); and other vital points of Podagada Dam Division, Khatiguda, Upper Indravati Dam Circle, Khatiguda as and when required.

66. DEPARTMENTAL RIGHTS:

i. The project authority reserves the right to divert deployment of security personnel to other areas as & when required within the project.

ii. The project authority reserves the right to terminate the contract by giving 15(fifteen) days' notice at any time during the contract period without assigning any reason thereof for which no compensation will be paid.

iii. The Engineer-in-charge may modify the strength by issuing/serving written order for variation of strength.

iv. During tenure of contract period, the department will deduct income tax on the gross amount of each bill of the bidder as per prevailing Income Tax Rule. Further, GST at the rate prescribed by the Govt. from time to time is to be deducted from each bill of the contractor for the work as TDS. However, necessary TDS certificates in this regard will be issued to the bidder.

v. If the bidder neglects or fails to proceed with the assignment with due sincerity or violate any of the provision of the contract, the Engineer-in-Charge may give the bidder notice identifying the deficiency in the performance & demanding corrective action. If the bidder fails to take satisfactory corrective action within 14 days after issue of the notice, the Engineer-in-Charge can terminate the contract & forfeit the security deposit of the bidder. The department than has the right to engage any other agency at the contract price for performing the balance period of contract

vi. The department will not permit the bidder for subletting the assignment.

67 STATUTORY REGULATIONS:

The bidder shall abide by all statutory obligations including Workmen Compensation Act, Minimum Wages Act & Insurance etc. The bidder shall liable to follow all Labour Rules/GST Act/Other Acts of Govt. of Odisha.

68. PAYMENT:

The bidder shall make payment to the security personnel engaged by him before 7th day of the succeeding month in presence of the officer-in-charge & submit the original payment sheet duly certified by the officer-in-charge in that sheet along with monthly bill through the officer-in-charge to the paying officer.

Payment to the bidder for the deployment of different categories of security personnel will be based on the attendance measurement recorded on various days of the month. Payment will be made to the bidder at monthly intervals on presentation of bill & the original pay acquaintance of the staff duly certified by the officer-in-charge that the payment has been disbursed in his presence.

All payments should be made as per prevailing mode of Govt. from 2nd month onwards. The bidder has to submit the monthly return for this unit.

69. ACCOUNTABILITY:

The bidder shall be accountable for any loss or damage to the property belonging to project authority within zones due to theft, pilferage or damage caused due to negligence of DUTY BY SECURITY PERSONNEL and the bidder shall reimburse the total present cost of the damage to the project authority on claim made in this regard directly or by deduction from the payment due to the bidder subject to the condition that a joint enquiry committee shall be constituted with one member nominated by the bidder& the officer-in-charge of the project within15 days of such incident. The committee shall take up a joint enquiry of the incident &if the security personnel is found responsible for such theft/ pilferage/damage, the bidder will reimburse the present cost of loss/ damage. In case of any difference of opinion in the enquiry committee, the matter will be investigated by the Engineer-in-Charge &his decision shall be final & binding on the bidder. In case the bidder has to reimburse the loss/damage the maximum cost of reimbursement shall be limited to 1(one) month charge of the bidder at a time. If the amount of reimbursement exceeds one

month charge, the balance amount shall be recovered from subsequent monthly payment payable to the bidder.

If the bidder refuses to continue the work at a later stage after execution of the agreement, the work will be allotted to another agency by the competent authority as it is most emergency work & the bill to be raised by that agency plus 15% of the ordered amount will be deducted from the security deposit amount of the firm refused to work & the firm will be black listed.

70. The security agencies against whom enquiry/case is pending relating to non-deposition of required amount of EPF are required to submit clearance report from EPF authorities along with the other documents, upload the scanned copy of the same in the designated place, failing which the bid shall be treated as non-responsive & shall be rejected.

71. CERTIFICATE BY BIDDER:

The terms and conditions of the e-Procurement Notice, Detailed Tender Call Notice, *Information & Instruction to Bidders*, *Agreement Form* along with *Conditions of Contract* and other contents of the bid document have been read, explained to me/us and I/we certify that I/we clearly understand them.

(Signature of the bidder)

(Full name in block letters with
Postal & telegraphic address)

FORM OF AGREEMENT FOR SECURITY SERVICE

CONTRACT AGREEMENT NO._____ DATED _____

ARTICLE OF Agreement made this ……. day of ……. between the _____ under Department of Water Resources on behalf of Governor of Odisha of the one part and M/s …… a …… registered ……. under ……. having its office at present …… (Here in after called the *bidder*) which expression unless repugnant to the context or contrary to the meaning thereof shall include its successors, heirs and assignees of the other part.

WHEREAS the bidder has agreed with the Govt. of Odisha represented by _____during the period of --------(----------) calendar months i. e. from ……. to …… for performance of deploying security personnel;; … (……) No. of Assistant Security Officer (Trained personnel/retired police personnel); (…….)Nos. of Lathi Men & (……)Nos. of Gun Man per shift per day round the clock on payment per man day basis as per Bill of Quantities enclosed here to; to guard and provide security to Kapur Dam, Podagada Dam, Indravati Dam & their surroundings; different stores, offices, colony, IB, Pump House, Rest Shed at Khatiguda (Dist: Nabarangpur) & Mukhiguda (Dist: Kalahandi); and other vital points of Podagada Dam Division, Khatiguda, Upper Indravati Dam Circle, Khatiguda as and when required and also to ensure that outsiders, vendors, beggars etc; do not enter into the premises; upon satisfying the covenants, conditions and stipulations hereinafter contained and that will be set-forth in the work order and/or issued with the work order (which work order shall be deemed and taken to be part of the contract)

AND WHEREAS THE BIDDER has deposited with the _____ by way of security for the due fulfillment of the terms of contract, the sum of Rs. ……. /- (Rupees .....) only in shape of ..... ……. valid up to …….....

NOW THESE INDENTURE WITNESS that in consideration of the payment to be made by the _____,the bidder will duly perform the said work as set-forth in the work order and shall execute the same with great promptness, care and accuracy in workman like manner to the satisfaction of the _____and will complete the same in accordance with the said conditions and will observe, fulfill and keep all the conditions therein mentioned (which shall be deemed and taken to be part of this contract as if the same had been fully set-forth herein) AND the _____does hereby agree that if the bidder shall duly perform the said work in the manner aforesaid and observe & keep the said terms and conditions complete thereof to pay the amount due at the rates specified in the Bill of Quantity hereto referred.

NOW THESE PRESENT WITNESS that subject to the covenants, conditions and stipulations hereinafter contained in the manners as stipulated in the *Conditions of Contract* including *e-Procurement Notice*, *Detailed Tender Call Notice*, *Information & Instruction to Bidders* and other documents, it is hereby agreed by and between the parties here to & subscribed their respective hands this_____ day of _____first above written.

FOR AND ON BEHALF OF Governor of Odisha

_____

FOR AND ON BEHALF OF Service Provider/Bidder

(AUTHORISED SIGNATORY)

WITNESS:

1.

2.

In the presence of
Name:

Address:

Signature: _____