

**OFFICE OF THE DEPUTY DIRECTOR SOIL CONSERVATION – CUM-  
PROJECT DIRECTOR WATERSHEDS, BARGARH**

Letter No 1062.....

Dated 31/10/22.....

**TENDER NOTICE**

Sealed tenders are invited from reputed manpower agencies/service providers to provide the services for engagement of Watershed Development Team ( WDT) At - Padmapur project Implementing Agency (PIA) Level for implementation of centrally sponsored scheme Watershed Development Component of Pradhan Mantri Krishi Sinchayee Yojana (WDC - PMKSY 2.0 ) to guide Watershed Committee (WC) in Planning and implementation of project activities at Micro Watershed Level for a period upto 31.03.2023 from the date of contract through a suitable placement agency on contract basis. The detail information for outsourcing the service of aforesaid posts has been given in the Tender document which may either be downloaded from the website in [www.bargarh.nic.in](http://www.bargarh.nic.in) or obtained in person from Project Director, Watersheds, Bargarh with an EMD cost of Rs. 5000/- in shape of Bank Draft payable at Bargarh, in favour of Project Director, Watersheds, Bargarh, on any working day between 10.00 AM to 4.00 PM and deposit processing fees of Rs. 450/- in shape of cash/ Draft (Non refundable). The last date & time for submission of Tender document is 15.11.2022 by 4.00 PM through Regd. Post or Drop Box in Office. Tender documents received by other mode shall summarily be rejected. The authority reserves the right to accept or reject some or all quotations without assigning reason thereof.

  
Dy. Director Soil Conservation-Cum-  
Project Director watersheds , Bargarh

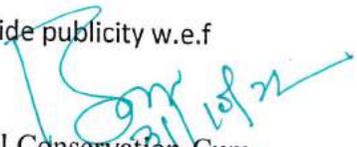
Memo No. 1063 /, Dated. 31/10/22 /

Copy with enclosures forwarded to the NIC, Bargarh for information and necessary action. He is requested to upload the details of Tender Notice in website.

  
Dy. Director Soil Conservation-Cum-  
Project Director watersheds , Bargarh

Memo No. 1064 /, Dated. 31/10/22 /

Copy of Advertisement Notice forwarded to the Editor Sambad, Bargarh for wide publicity w.e.f 01.11.2022 in the News Paper.

  
Dy. Director Soil Conservation-Cum-  
Project Director watersheds , Bargarh

## SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS

1. The DDSC-cum-Project director Watersheds, Bargarh requires the services of registered, well established and financially sound Manpower Service Providers to provide services of **04 Nos. WATERSHED DEVELOPMENT TEAM for PMKSY related works** on contract basis for day today official work under Padmapur Block.
2. The contract for providing the aforesaid manpower is likely to commence after selection of the service provider by the selection committee and would ordinarily continue for a period of one calendar year from the date of execution of agreement. The period of the contract of Service Provider Firm may be extended beyond expiry of the engagement period, provided the requirement of this office, for manpower persists at the time or may be curtailed/ terminated before the agreement period owing to deficiency in service or input manpower deployed by the selected service Provider or because of change in any terms and conditions by Government/this office,
3. This PD Watersheds, Bargarh has tentative requirement for **04 (Four) Watershed Development Team. However the requirement mentioned above may increase or decrease in any or all the categories from time to time.**
4. The tender documents can be downloaded from the official web site of NIC, Bargarh i.e. [www.bargarh.nic.in](http://www.bargarh.nic.in). **The cost or tender paper is Rs. 5000/- (Rupees Five Thousand) only (Non-refundable)** payable in shape of DD drawn in favour of DDSC-cum- Project Director, Watersheds Bargarh payable at any nationalized/ scheduled Bank at Bargarh..
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.36,000/\*(Rupees Thirty- Six Thousand) only and other requisite document through personally inserted in the tender Box of office of the DDSC-cum-Project Director Watersheds, Bargarh only (any other mode will not be considered) by dt, 15/11.2022 up to 11:00 AM in the following address.

  
DDSC-cum- PROJECT DIRECTOR

Watershed, Bargarh, 768028

6. Any tender documents received after due date i.e 15.11.2022 up to 11:00 AM will be out rightly rejected DDSC-cum- PROJECT DIRECTOR Watershed, Bargarh will not be responsible for any postal delay.
7. The various crucial **dates** relating to "**Tender for providing Manpower Services to the District, Bargarh**" is cited below.
  - (a) Last date and time of receipt of the sealed Tender documents by Drop box **Dt. 15.11.2022 up to 11:00 AM.**
  - (b) Date and time for opening of
    - © Technical Bid **Dt. 15.011.2022 up to 03:00 PM.**
    - (d) Financial Bid: **Dt. 15.01.2022 up to 03:00 PM.**

Likely date for commencement of deployment of required manpower: After finalization of tender.

8. The sealed tender consists of **two bid system** i.e. **Technical Bid and Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for providing Manpower Services to DDSC-cum-Project Director Watersheds, Bargarh**" and "**Financial Bid for Providing Manpower Services to DDSC-cum-Project Director Watersheds, Bargarh**". Both sealed envelopes should be inserted in a third sealed envelope super scribing "**Tender for providing Manpower Services to DDSC-cum-Project Director Watersheds, Bargarh**".
9. The Earnest Money Deposit (EMD) of Rs.36000/- (Rupees Thirty-Six thousand only), refundable, should be accompanied with the Technical Bid of the service provider in the form of Time Deposit Receipt (TDR) pledged in favour of **DDSC-cum-Project Director Watersheds, Bargarh** **failing which the tender shall summarily be rejected.**
10. The successful bidder will have to deposit a Performance Security Deposit of Rs.50,000/- (Rupees Fifty thousand only) in the form of Time Deposit Receipt (TDR)/Bank Guarantee from any Nationalized Bank pledged in favour of **DDSC-cum-Project Director Watersheds, Bargarh** covering the period of contract at the lime of signing of the agreement In case, the contract is further extended beyond the initial period, the TDR/ Bank Guarantee will have to be renewed accordingly by the successful bidder.

11. The participating Manpower Service providers are required to enclose self-attested photocopies of the following documents, along with the Technical Bid, failing which their bids shall be summarily/out rightly rejected and will not be considered any further:

- a) Registration certificate of the applicants organization;
- b) Copy of PAN/GIR Card;
- c) Copies of the IT return for the last three Financial Years i.e.2018-19, 2019-20,2020-21.
- d) Copies of EPF and ESI Certificates;
- e) Copy of GST Registration Certificate along with copy of GST return of last 6 months.
- f) Copy of Audit report for the last three financial years; (2018-19, 2019-20, 2020-21)
- g) Computation of Income Statements for last three financial year's i.e. (2018-19, 2019-20. 2020-21) Certified by C A.
- h) Bank Statement for last three financial years certified by the Bank Authority.
- l) Labour Registration Certificate/ License.

12. **The conditional bids shall not be considered and will be out rightly rejected in very first instance.**

13. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No overwriting or correction is permitted in the Financial Bid Form. In such cases, the bid shall be liable for rejection.** However, correction, if any, in the Technical Bid Application must be initialed by the person authorized to sign the bid.

14. The Technical bids shall be opened on the scheduled date and time i.e.at **03.00 PM** on dt.15.11 .2022 in the Office Chamber of the **DDSC-cum-Project Director Watersheds**, Bargarh, in the presence of the Manpower Service Provider or their authorized representatives, and anyone who wishes to be present on the spot at that time.

15. The Financial Bid of only those bidders will be opened whose Technical Bids are found to be in order. The Financial Bids shall be opened at 3.00PM on dt. 15.1|2022 in the office of **DDSC-cum-Project Director Watersheds**, Bargarh

in the presence of the bidders or their authorized representatives, and anyone who wishes to be present on the spot at that time.

16. The **DDSC-cum-Project Director Watersheds**, Bargarh reserves the right to cancel any or all bids without assigning any reason.

## TECHNICAL REQUIREMENTS FOR BIDDING FOR PROVIDING MANPOWER SERVICE

The bidder for providing man power serves to **DDSC-cum-Project Director Watersheds**, Bargarh should fulfill the following technical specifications.

1. The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the Bargarh District. Documentary Proof in support of functioning of Registered Office/ Local Branch Office of the Service Provider within the Jurisdiction of Bargarh District must be attached.
2. Besides, if **DDSC-cum-Project Director Watersheds**, Bargarh is procuring manpower for deployment in (heir filed office (s)), the manpower service provider should provide the name, designation and contact number of the person to liaise with the said Filed Office{s)
3. They should be registered with the appropriate registration authority.
4. They should have at least two / three years' experience in providing manpower to Stale/ Central Government Departments /Public Sector Companies/ Banks etc.
5. They should have their own Bank Account.
6. They should be registered with Income Tax and Service Tax Department.
7. They should be registered with appropriate authorities under Employees Provident Fund and Employees Slate Insurance etc.
8. They should have any other regulatory clearance (to be specified by the user **DDSC-cum-Project Director Watersheds**, Bargarh) that may be required for providing man power services.
9. The Minimum annual turn-over of he company shall at least be 5 times of the expected annual contract value.
10. The agency must, have executed contracts of similar nature during preceding 3 years of the value equal to the estimated annual contract value of the present contract.
11. The agency should fulfill all the statutory provisions of Finance Department, Government of Odisha as stipulated from time to time. The rate quoted by the firm should be adequate enough to cover all the statutory dues of Government and should not be less man the rate allowed by Agriculture & farmers" Empowerment Department in this regard.
12. The selected firm is liable to comply with all the terms and conditions stipulated by Government from lime to lime during the agreement in force.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED BY  
THE SUCCESSFUL MANPOWER SERVICE PROVIDER IN THE DDSC-  
CUM- PROJECT DIRECTOR WATERSHEDS, BARGARH**

1. He / she should be within 18 years to 55 years of age as on the date of agreement. Weight age will be given to candidates having experience in similar nature of works & age relaxation in respect of such candidates can be considered.
2. The minimum Educational Qualification for **WDT** shall be Graduation in any discipline with proficiency in Computers.
3. The minimum Educational Qualification for **Additional Computer Programmer** shall be Graduation in any discipline with PGDCA from any recognized University, OCAC or DOEACC shall be eligible for this engagement.
4. The candidate shall have functional knowledge of computers and be well versed in MS Office Software and internet. He should also be proficient in other standard computer packages and applications.
5. The candidate shall have functional knowledge of English and Odia in Computer application.

**APPLICATION-TECHNICAL BID**

For Providing Manpower Services to DDSC-cum-Project Director Watersheds,  
Bargarh.

Name of Tendering Manpower Service Provider (Attach Self attested Photo /

1. ID Card / PAN/ EPIC/ DL/ Pass Pori).\_\_\_\_\_

2. Details of Tender Paper Cost and EMD: BD/ TDR No.\_\_\_\_\_

Date.\_\_\_\_\_of \_\_\_\_\_drawn on Bank\_\_\_\_\_

3. Name of Proprietor / Partner/ Director:

\_\_\_\_\_  
\_\_\_\_\_

4. Full Address of Registered Office:

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

5. Full Address of Local Branch Office with address proof:

\_\_\_\_\_  
\_\_\_\_\_

Telephone No.: \_\_\_\_\_

FAX No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

6. Name and Telephone No. of Authorized Officer/person to liaise with Field Office(s):\_\_\_\_\_

7. Bank details of Manpower Service Provider (Attach certified copy of statement of A/c for the last three Years):

\_\_\_\_\_

8. PAN No.(Attach attested copy):

\_\_\_\_\_

9. GST Registration No.(Attach Attested copy):

\_\_\_\_\_

10. EPF Registration No.(Attach attested copy):

11. ESI Registration No. Attach attested copy);

12. Financial Turnover of the tendering **Manpower Service Provider** for the last three Financial Year, (Audit report for the year 2010-19 to 2020-21) Certified by the CA

Financial Year	Annual Turn Over Amount (in	Remarks if ;any
2018-19		
2019-20		
2020-21		

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient):

14. IT returns for the financial year:-2018-19, 2019-20, 2020-21.

15. Labour Registration Certificate/ Affidavit/ undertaking that, if the firm gets selected Labour Registration Certificate from DLO, Bargarh shall be furnished within 15 days of issue of work order.

16. Furnish details of the major similar contracts executed by the bidding Manpower Service Provider during the last three financial years in the following format.

(If the space provided is insufficient, a separate sheet may be attached):

Sl. no	Name of client address, Telephone & FX no	Manpower Services provided		Amount of contract (Rs lakh)	Duration of contract	
		Type of manpower provided	No		From	To

17. Additional information, if any (Attach separate sheet, if required):

Date:  
person

Signature of Authorized

## APPLICATION - FINANCIAL BID

For providing Manpower Assistance to DDSC-cum-Project Director Watersheds,  
Bergarh.

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_
2. Rate per person per month inclusive all statutory liabilities, taxes, levies, Cess etc:

Sl.n o	Manpow er Type	Remunerati on per month (in Rs)	EPF (employer contribution)	ES I	Other Statuto ry dues, if any	Servic e charg e	GS T	Amou nt per perso n	Total Perso n	Total Amou nt
1										
2										
3										

Date:

Signature of Authorized Person

Place:

Full Name:

Seal:

### Notes :

1. The total rates quoted by the bidding agency should be inclusive of all statutory dues/ TDS in force at the time of entering into the contract.
2. The payment shall be made on completion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. The selected firm shall produce EPF/ESI statement towards testimony regarding deposit of EPF and ESI of staff every month only after which bill for the succeeding month shall be processed.

## **Evaluation of Bid:**

The Bid shall be evaluated in two phases.

### **1. TECHNICAL:**

In the first phase the Technical Bid shall be evaluated on the basis of Minimum Eligibility criteria as mentioned in this RFP. The Technical bid will be evaluated to determine whether the bids complied to the prescribed eligibility and requisite documents/ information have been properly furnished by the bidder or not. Bids qualified in the Technical evaluation stage, will be considered for opening of Financial Bid.

The participating Manpower/ Service Provider are required to enclose self-attested Photocopies as mentioned in this RFP, failing which, their bids shall be summarily/out rightly rejected and will not be considered any further.

### **2. FINANCIAL**

In the second phase the qualified firms will be invited for opening of financial bid. The financial bid of only those bidders will be opened whose technical bids are found to be in order. The successful bidder will enter in to an agreement with the Collector, Bargarh for providing suitable and qualified manpower as per requirement of the DDSC-cum-Project Director Watersheds, Bargarh on the above terms and conditions.

The Second and third lowest quoted firms/ agencies shall be kept in reserve and may be invited for negotiations and they shall be considered for engagement at the rate agreed by the selected agency in the event of withdrawal, failure of the selected agency. If service Providers are quoting equal service charges preference will be given to service provider having knowledge of atleast 3 recruitment of contractual employee of Govt. department during last five years.

The Earnest Money Deposit (EMD) of Rs. 36,000/- (Rupees Thirty Six Thousand) only in respect of agencies/ firms which do not qualify the technical Bid (first stage) or Financial Bid (Second competitive stage) shall be returned to them without any interest. In case of successful tender, if the agency fails to deploy the required Manpower against the initial requirement within 15 days from date of placing the order, the EMD shall stand forfeited without giving any further notice.

The successful renderer will have to deposit a Performance Security Deposit of Rs. 50,000/- ( Rupees Fifty Thousand ) only in the Fixed Deposit in the name of Agency and hypothecated to DDSC-cum-Project Director Watersheds, Bargarh. of Bank Guarantee from any Nationalized Bank/ Scheduled Bank in favour of DDSC-cum-

## TERMS & CONDITION

1. The Agreement shall commence from ..... and shall continue till ..... (One year) unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements
2. The Agreement shall automatically terminate on dated ..... unless extended further by the Mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/ deletions/ modification, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority,
4. The Manpower Service Provider 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.
5. The DDSC-cum-Project Director Watersheds, Bargarh, at present, has tentative requirement of **04 Nos. (Four) WDT for Padmapur Block**
6. The Manpower Service Provider will be bound by the terms and condition as furnished by it to the Authority while submitting the tender or any 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 breach of terms of Agreement making it liable for legal action besides termination of the Agreement.  
The DDSC-cum-Project Director Watersheds, Bargarh, however, reserves the right to terminate this initial contract at any time giving 15(fifteen) days' notice to the selected Service Provider.
7. The manpower service provider will have to deploy manpower within seven days of signing the agreement.
8. The person deployed shall be required to report at 10.00 AM in the Office of the DDSC-cum-Project Director Watersheds, Bargarh.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the DDSC-cum-Project Director Watersheds, Bargarh, so that optimal services of the persons deployed could be availed without any disruption.
10. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.

11. For all intents and purposes, the Manpower Service Provider shall be Employer within the meaning of all applicable laws in respect of manpower so deployed. The person deployed by the Manpower Service firm shall not have any claim whatsoever like employer and employee relationship against the DDSC-cum-Project Director Watersheds, Bargarh.
12. The Manpower Service Provider shall be solely responsible for redressal of grievance or resolution of disputes relating to person deployed. The DDSC-cum-Project Director Watersheds Bargarh shall, in no way, be responsible for settlement of such issues whatsoever. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can piece their grievance before a Joint Committee consisting of a representative of the DDSC-cum-Project Director Watersheds, Bargarh representative of the Manpower Service Provider
13. The DDSC-cum-Project Director Watersheds, Bargarh shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/ duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim or shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement in its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim whatsoever for any absorption in regular or other capacity in DDSC-cum-Project Director Watersheds Bargarh or any offices attached to him/ her.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under any provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
17. The Manpower Service Provider 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 same shall be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulation and Abolition) Act. 1970 if any, at his own part and cost.
18. The Manpower Service Provider shall provide a substitute well in advance if

personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.

19. The Person deployed by the Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. The person 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 DDSC-cum-Project Director Watersheds, Bargarh or office concerned.

### **LEGAL**

21. DDSC-cum-Project Director Watersheds, Bargarh shall not responsible in any manner in case of any non-compliance by the Manpower service provider towards deposit of statutory dues like, applicable EPF, ESI and GST. If any dispute arises on this account the Manpower service provider will squarely be responsible and will met all disputes and keep DDSC-cum-Project Director Watersheds totally indemnified from any contingencies arising out of it. In the event of any liabilities arising against DDSC-cum-Project Director Watersheds, Bargarh for non-compliance of the above, the financial liabilities shall be adjusted from the performance security deposit of the Manpower service provider.
22. The Tax deduction at Source (TDS) shall be made as per the provision of Income Tax Act and Rules as amended from time to time and certificate to affect shall be provided by DDSC-cum-Project Director Watersheds to the Manpower service provider after completion of each financial year.
23. The Manpower service shall maintain all statutory registers required under the law and shall produce the same on demand to the authorities of the DDSC-cum-Project Director Watersheds and / or any other statutory authority.
24. In case, the Manpower service provider fails to comply with any liabilities under the appropriate law or failure discharge the duties by the deployed personal and as a result. DDSC-cum-Project Director Watersheds, Bargarh is put to any loss/ obligation monetary or otherwise. DDSC-cum-Project Director Watersheds will be entitled to get itself reimburse/ recovered from the pending bills/ security performance deposit in shape of Bank guarantee of the Mannpower service provider kept with DDSC-cum-Project Director Watersheds.

- sufficient to cover the loss than DDSC-cum-Project Director Watersheds will initiate legal action as deemed proper for recovery of any shortfall amount.
25. If the deployed personal are found to be involved in any adverse activities and for reason if any loss occurs to DDSC-cum-Project Director Watersheds, Bolangir, than Manpower service provider shall bear the financial loss and the deposit the amount of loss in DDSC-cum-Project Director Watersheds account within a stipulated period. If the Manpower service provider fails to do so than the loss amount shall be recovered from the amount payable to Manpower service provider and/ or from the security performance deposit deposited in favour of DDSC-cum-Project Director Watersheds. If the loss amount is more than that of the amount adjusted as per the above then the legal action will be taken against the Manpower service provider as deemed proper to recovery the balance amount and termination of the agreement/work order may be followed.
  26. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws, besides action for breach of contract.
  27. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the DDSC-cum-Project Director Watersheds, Bolangir or office concerned shall have no liability in this regard.
  28. The Manpower Service Provider shall be liable for depositing all taxes, levies. Cess etc. on account of service rendered by it to the DDSC-cum-Project Director Watersheds, Bargarh or office concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the DDSC-cum-Project Director Watersheds, Bargarh .
  29. The Manpower Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the DDSC-cum-Project Director Watersheds. Bargarh or office concerned or any other authority under Law.
  30. The Tax deduction at source (TDS) shall be done as per the provision of

effect shall be provided by the DDSC-cum-Project Director Watersheds, Bargarh or office concerned.

31. In case, the Manpower Service Provider fails to comply with any liability under appropriate Law and as result thereof, the DDSC-cum-Project Director Watersheds, Bargarh or the office concerned is put to any loss /obligation, monetary or otherwise, the DDSC-cum-Project Director Watersheds, Bargarh or the office concerned will be entailed to get itself reimbursed out of the outstanding bills or the performance Security Deposit of the Manpower Service Provider, to the extent to the loss or obligation in monetary terms.
32. Agreement is liable to be terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed persons and non-payment of statutory dues or for any other reason. The DDSC-cum-Project Director Watersheds, Bargarh or office concerned will have no liability towards non-payment of remuneration to the persons employed by the Manpower Service Provider and the outstanding statutory dues of the service provider to statutory dues of the service provider to statutory authorities, If any loss or damage is caused to the DDSC-cum-Project Director Watersheds, Bargarh or office concerned by the person deployed, the same shall be recovered, the same shall be recovered from the unpaid bills or adjusted from the performance Security Deposit.

#### **FINANCIAL**

33. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.36.000/- (Rupees Thirty six thousand) only refundable In the form of Time Deposit Receipt (TDR) pledged in favour of DDSC-cum-Project Director Watersheds, Bargarh failing which the tender of the concerned agencies / firms shall be rejected out rightly.
34. The Earnest Money Deposit in respect of agencies/ firms which do not qualify the technical Bid (first stage) or Financial Bid (Second competitive stage) shall be returned to them without any interest. **In case of successful tender, If the agency fails to deploy the required Manpower against the initial requirement within 30 days from date of placing the order, the EMD shall stand forfeited without giving any further notice,**
35. The successful tendered shall have to deposit a **Performance Security Deposit of Rs. 50,000/- (Rupees Fifty thousand)** only in the form of Time Deposit Receipt (TDR)/Bank Guarantee from any Nationalized Bank pledged in favour of DDSC-cum-Project Director Watersheds. Bargarh. Covering the

- contract is further extended beyond the initial period, the TDR/ Bank Guarantee will have to be renewed accordingly by the success full bidder.
36. In case of breach of any terms and condition attached to this agreement the performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
  37. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheets duly verified by the DDSC-cum-Project Director Watersheds, Bargarh in respect of the persons deployed and submit the same to the prescribed authority of the concerned offices in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
  38. The claim in bills regarding Employees Slate Insurance, provident fund and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of month, A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the DDSC-cum-Project Director Watersheds, Bargarh
  39. The amount of penalty calculated @Rs.100 per day on account of delay, if any, providing a suitable substitute for the period beyond three working days by Manpower Service Provider shall be deducted from monthly bills in the succeeding month,
  40. 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.
  41. 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,
  42. All disputes shall be under the jurisdiction of the District Civil court located at Bargarh in the District of Bargarh
  43. The successful bidder will enter in to an agreement with the Collector-cum-District Magistrate, Bargarh for supply of suitable and qualified manpower as per requirement of the DDSC-cum-Project Director Watersheds, Bargarh on the above terms and conditions.

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

1. List of Manpower shortlisted by agency for deployment in DDSC-cum-Project Director Watersheds Borgarh, containing full details i.e, date of birth, marital status, address, educational qualifications etc.
2. Bio-Data of all candidates.
3. Any other document considered relevant.

## AGREEMENT

This agreement is made on this \_\_\_\_\_ day of \_\_\_\_\_ between the Governor of Odisha represented by \_\_\_\_\_ here in after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

### And

M/s \_\_\_\_\_ represented \_\_\_\_\_  
by Sri \_\_\_\_\_, here-in-after called the "Manpower Service Provider" which expression shall, where the context so requires or admits, also include its successors or assignees of the other part,

Whereas, the "Authority" desires that the service of \_\_\_\_\_ are required in \_\_\_\_\_ DDSC-cum-Project Director Watersheds. \_\_\_\_\_ office

And whereas the "Manpower Service Provider" has offered its willingness to the same in conformity with the provision of the agreement;

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

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

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read as construed as part of this agreement
2. That in consideration of the payment to be made by the "Authority" to the "manpower Service Provider", the "Manpower Service Provider" here by agrees with the "Authority" to provide personnel to be engaged as'\_\_\_\_'"in the (Name of the DDSC-cum-Project Director Watersheds, Bargarh in conformity with the provisions of the Terms and Conditions.
3. That the "Authority" hereby further agrees to pay the 'Manpower Service Provide the contract price at the time and in the manner prescribed in the said Terms and

4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.

5. That this agreement is valid up to \_\_\_\_\_

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

Signature of the officer authorized  
To sign on behalf of Manpower and  
for Service Provider  
Odisha

Signature of the officer Authority  
officer acting in the premises  
on behalf of the Governor of

In the presence of witness:-

Witness

1 .Name;

Address:

2.Name:

Address'.

**Witness**

1. Name

Address:

2. Name

Address:

## DECLARATION

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

Place-

Date:

Signature of Authorized Person

Full Name:

Seal:

## LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: \_\_\_\_\_ /.

dated:

To.

The DDSC-cum-Project Director Watersheds  
Bargarh

Subject. Authorization for attending bid opening.

Dear Sir,

I Shri \_\_\_\_\_ Director / Proprietor,  
M/S \_\_\_\_\_, the following persons are hereby  
authorized to attend the bid opening for the lender mentioned above on behalf  
of..... (Bidder) to attending of bid opening on  
..... (date) for Manpower Service for DPMU & Seven  
BPMU under DDSC-cum-Project Director Watersheds, Bargarh in order of  
preference given below. (Tender no: \_\_\_\_\_)

Order of preference Name Specimen

Signature

1,

2.

Or

Officer authorized to sign the bid  
Documents on behalf of the bidder.

Signature of Manpower Service  
Provider Authorized person

Signature of Manpower Service Provider  
Authorized person

Note:

1. Only one representative shall be allowed.
2. Permission for entry to the hail where bids are opened, may be refused in case Authorization as prescribed above is not produced

## BID SUBMISSION CHECK LIST

Sl. No	Description	Submitted (Yes/ No)	Page No.
<b>TECHNICAL BID (ORIGINAL)</b>			
1.	Covering Letter in Bidders Letter Head		
2	Tender Paper Cost Non refundable)		
3	Earnest Money Deposit (EMD)		
4	Bid Security Declaration		
5	Copy of Incorporation/ Registration Certificate of the Bidder		
6	Copy of PAN		
7	Copy of GST		
8	Copies of Income Tax Certificate for the last 3 Financial years certified by CA		
9	Copy of Valid EPF & ESI Certificate		
10	Technical Bid duly filled in (covering letter)		
11	Financial details of the bidder along with all the supportive documents such as copies of Income/ Expenditure statement and Balance Sheet for the last 3 years <u>certified by CA</u>		
12	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed/ on-going assignments of similar nature (past experience details) along with the copies of work orders for the respective assignments from the authorities		
14	Undertaking for not have been black-listed by any Central/ State Govt./ any Autonomous bodies <u>during the recent past</u>		
15	Undertaking for not having any police case pending against the bidder		
<b>FINANCIAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head		

It is to be ensured that:

4. All information has been submitted as per the prescribed format only.
5. Each part has been separately bound with no loose sheets and each page of *all the* three parts are page numbered along with Index Page.
6. All pages of the proposal needs to be sealed and signed by the authorized representative.

Authorized Signatory (In full and initials): \_\_\_\_\_

Name and Designations with Date and Seal: \_\_\_\_\_

**UNDERTAKING**

**(On the Non- Judicial Stamp Paper of appropriate value in shape of affidavit  
from the  
Notary regarding non-blacklisting)**

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

Yours sincerely

Authorized Signatory  
(In full and initials)

Name and Designation of the Signatory;

Name of the Bidder and Address:

**UNDERTAKING**

**(On the Non- Judicial Stamp Paper regarding not has any pending judicial  
proceeding for any criminal offences)**

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

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

Yours sincerely

Authorized Signatory  
(In full and initials)

Name and Designation of the Signatory:

Name of the Bidder and Address: