

OFFICE OF THE PROJECT DIRECTOR, WATERSHEDS, NAYAGARH

No. 1487

/SC, Dt. 11.07.2024

TENDER NOTICE

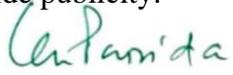
Sealed tenders are invited from reputed outsourcing agency/man power service provider for engagement of Watershed Development Team (WDT) and Office Assistant at Project Implementing Agency in Nayagarh, Odagaon & Daspalla block for PMKSY 2.0 project and World Bank assisted REWARD project in Odagaon & Daspalla block and MGNREGS Assistant for all block level and district level offices. The detail information and the tender document have been published in the website www.nayagarh.odisha.gov.in which may be referred. The last date and time for submission of tender document is **24.07.2024** by **5.00 PM** through Registered Post/ Speed Post /Courier Services or by dropping in the drop box in the Office of the Project Director, Watersheds, Nayagarh. Documents submitted by other mode shall summarily be rejected. The authority reserves the right to accept or reject some or all bids without assigning any reason thereof.


Project Director, 11.7.24
Watersheds, Nayagarh

Memo No. 1488

/SC, Dt. 11.07.2024

Copy along with enclosures i.e Notice inviting tender(NIT) document in hard and soft copy submitted to the District e-Governance Manager, Nayagarh for information and necessary action. He is requested to upload the details in district website with a view of wide publicity.


Project Director, 11.7.24
Watersheds, Nayagarh

Memo No. 1489

/SC, Dt. 11.07.2024

Copy forwarded to DIPRO, Nayagarh for favour of kind information and necessary action. He is requested to take all measures for its wide publicity.


Project Director, 11.7.24
Watersheds, Nayagarh

Memo No. 1490

/SC, Dt. 11.07.2024

Copy submitted to the Collector & District Magistrate, Nayagarh for favour of kind information and necessary action.


Project Director, 11.7.24
Watersheds, Nayagarh

Memo No. 1491

/SC,Dt. 11.07.2024

Copy submitted to the Director, Soil Conservation & Watershed Development, Odisha, Bhubaneswar for favour of kind information and necessary action.



Project Director, 11.7.24
Watersheds, Nayagarh

Memo No. 1492

/SC,Dt. 11.07.2024

Copy submitted to all District Level Officers of Nayagarh District for information and necessary action. They are requested to hang one copy of Tender Notice in their respective Notice Board with a view of wide publicity.



Project Director, 11.7.24
Watersheds, Nayagarh

Memo No. 1493

/SC,Dt. 11.07.2024

Copy to Notice Board of this office.



Project Director, 11.7.24
Watersheds, Nayagarh



**NOTICE INVITING TENDER (NIT)
FOR
ENGAGEMENT OF AGENCY TO
PROVIDE SERVICES
AT VARIOUS LOCATIONS OF
PROJECT DIRECTOR, WATERSHEDS, NAYAGARH
UNDER
WDC-PMKSY 2.0, REWARD, MGNREGS**

Tender Inviting Authority:
Project Director,
Watersheds, Nayagarh
Rama Sahu Lane, Old Hostel Road
Nayagarh – 752069
Telephone: 95567 24051
94370 59169
Email: pdws.nayagarh@gmail.com

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CHAPTER-I

1. Schedule for the Tender

S.N.	Parameter	Name
1	Date of publication of NIT on NIC Portal	Date: 12.07.2024
2	Availability of tender documents on the NIC Porta (www.nayagarh.odisha.gov.in)	Date: 12.07.2024 Time: 04.00 P.M.
3	Last date for clarification of queries (through mail only) Email Id: pdws.nayagarh@gmail.com	Date: 22.07.2024 Time: 05:00 P.M.
4	Last date for submission of Original Bid Documents by Speed post /Registered Post/ Courier Service/ Dropping in Drop box by Person in the following address: To The Project Director, Office of Project Director, Watersheds, Nayagarh Rama Sahu Lane, Old Hostel Road Nayagarh – 752069	Date: 24.07.2024; Time: 5:00 P.M.
5	Opening of Technical Bid	Date: 25.07.2024; Time: 11.00 A.M.
6	Presentation of Qualified Bidders	Date: 25.07.2024; Time: 03.30 P.M.
7	Opening of Financial Bid (Technically Qualified Bidders would be intimated through mail to be present during opening of financial bid)	Date: 26.07.2024; Time: 03.00 P.M.

2. Data Sheet

S.N.	Parameter	Name
1	Name of tender	Engagement of agency to provide professional services at various offices/ locations at District and Block Level of Project Director Watersheds, Nayagarh for WDC-PMKSY 2.0, REWARD, MGNREGS
2	Type of tendering	Sealed Cover Tender
3	Mode of tendering	Physical Mode
4	Tender Publication Site	www.nayagarh.odisha.gov.in
5	Tender Processing Fee (non- refundable) including GST	Amount: INR 11,800 (Rupees Eleven Thousand Eight Hundred) only including GST@18% as applicable Payable in the form of Demand Draft in favour of Project Director, Watersheds, Nayagarh payable at Nayagarh
6	Earnest Money Deposit (EMD)	The bidder has to submit Rs. 1,00,000 only as EMD in shape of A/c payee demand draft payable at Nayagarh
7	Amount of Performance Security	10% of the contract value Amount shall be submitted in the shape of DD or Bank Guarantee in the format provided in Annexure-8
8	Contact Person	Name: Sri Upendra Kumar Parida, Project Director, Watersheds, Nayagarh Phone No: 9556724051 Name: Sri Kali Charan Behera, Asst. Director Soil Conservation, O/o PD Watersheds, Nayagarh Phone No: 9437059169
9	Address of Tender Inviting Authority	Project Director, Office of Project Director, Watersheds, Nayagarh Rama Sahu Lane, Old Hostel Road Nayagarh – 752069 Telephone: 95567 24051 94370 59169 Email: pdws.nayagarh@gmail.com
10	NIT No.	1487/SC Dt. 11.07.2024

3. Disclaimer

- 3.1 This Notice Inviting Tender ("NIT") is neither an agreement nor an offer by Project Director, Watersheds, Nayagarh to the prospective Bidders or any third party. The purpose of this NIT is to provide information to the interested parties to facilitate the formulation of their Bid pursuant to this NIT.
- 3.2 This NIT includes statements, which reflect various assumptions and assessments arrived at by Project Director, Watersheds, Nayagarh. Such assumptions, assessments and statements do not purport to contain all the information that a Bidder may require. This NIT may not be appropriate for all persons, and it is not possible for Project Director, Watersheds, Nayagarh to consider the particular needs of each party who reads or uses this NIT. The assumptions, assessments, statements and information contained in the NIT may not be complete, accurate, adequate or correct. Each Bidder must, therefore conduct its own due diligence and analysis and should verify the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this NIT and obtain independent advice from appropriate sources. Any doubt regarding this tender may be raised through official mail of the Tender Inviting Authority (i.e., pdws.nayagarh@gmail.com) for clarification.
- 3.3 Information provided in this NIT to the Bidder(s) is on a wide range of matters, some of which may depend upon interpretation of law. The information provided is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. Project Director, Watersheds, Nayagarh accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 3.4 Project Director, Watersheds, Nayagarh, its employees and its consultants make no representation or warranty and shall have no liability to any person including any Bidder under any law, statute, rules or regulations, the law of contract, tort, principles of restitution or unjust enrichment or otherwise for any loss, damage, cost or expense which may arise from or be incurred or suffered in connection with this NIT, or any matter deemed to form part of this NIT, or arising in any way in relation to this Bidding Process.
- 3.5 Neither Project Director, Watersheds, Nayagarh nor its employees or its consultants make any representation or warranty as to the accuracy, reliability or completeness of the information in this NIT. Project Director, Watersheds, Nayagarh also accepts no liability of any nature whether resulting from negligence or otherwise howsoever caused arising from reliance of any Bidder upon the statements contained in this NIT.
- 3.6 The Bidder should confirm that the NIT downloaded by them is complete in all respects including all annexures and attachments. In the event the document or any part thereof is mutilated or missing, the Bidder shall notify the Nodal Officer immediately in writing through contact e-mail of tender Inviting Authority.

- 3.7 If no intimation is received within the last date for submission of original tender document, it shall be considered that the Tender Documents received by the Bidder is complete in all respects and that the Bidder is fully satisfied with the Tender Documents.
- 3.8 No extension of time shall be granted to any Bidder for submission of its Bid on the ground that the Bidder did not obtain the complete set of Tender Documents.
- 3.9 Project Director, Watersheds, Nayagarh may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the statements, information, assessment or assumptions contained in this NIT at any time during the Bidding Process. All such changes shall be uploaded on the website, i.e., www.nayagarh.odisha.gov.in . It is the duty of Bidders to visit the website regularly and keep themselves updated on the Bidding Process and any communication made in relation to the Bidding Process.
- 3.10 The Bidders or any third party shall not object to such changes/modifications/additions/alterations as provided in Clause 3.9 above, explicitly or implicitly. Any such objection by the Bidder shall make the Bidder's Bid liable for rejection by Project Director, Watersheds, Nayagarh. Further objection by any third party shall be construed as infringement on confidentiality and privileged rights of Project Director, Watersheds, Nayagarh with respect to this NIT.
- 3.11 The Bidder shall not make any public announcements with respect to the Bidding Process, this NIT and/or the Bidding Documents. Any public announcements to be made with respect to the Bidding Process or this NIT shall be made exclusively by Project Director, Watersheds, Nayagarh. Any breach by the Bidder of this Clause shall be deemed to be in non-compliance with the terms and conditions of this NIT and shall render the Bid liable for rejection. Project Director, Watersheds, Nayagarh 's decision in this regard shall be final and binding on the Bidder.
- 3.12 By responding to the NIT, the Bidder shall be deemed to have confirmed that it has fully satisfied and has understood the terms and conditions of the NIT. The Bidder hereby expressly waives any and all claims in respect thereof.
- 3.13 The Bid is not transferable

4. Abbreviations

AMC	Annual Maintenance Contract
BG	Bank Guarantee
BoQ	Bill of Quantity
CTC	Cost to Company
DSC	Digital Signature Certificate
ECR	Electronic Challan
EFT	Electronic Fund Transfer
EMD	Earnest Money Deposit
ESI	Employee's State Insurance
FoR	Freight on Road
FY	Financial Year
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GSTR	GST Returns
GTE	General Technical Evaluation
I/C	In-Charge
IFSC	Indian Financial System Code
INR	Indian Rupee / legal tender currency of India
ISI	Indian Standards Institute
ISO	International Organization for Standardization
IT	Income Tax
ITC	Input Tax Credit
LD	Liquidated Damages
LLP	Limited Liability Partnership
LoA	Letter of Award
MICR	Magnetic Ink Character Recognition
MSE	Micro & Small Enterprises
MSME	Micro, Small & Medium Enterprises
NEFT	National Electronic Funds Transfer
NIT	Notice Inviting Tender
OEM	Original Equipment Manufacturer
PD WS	Project Director Watersheds
PAN	Permanent Account Number
POL	Petroleum, Oil and Lubricants
PSU	Public Sector Undertaking
RTGS	Real Time Gross Settlement
SBI	State Bank of India
SCC	Special Conditions of Contract
SO	Service Order
TIA	Tender Inviting Authority

Definitions and Interpretations

The words and expressions beginning with capital letters and defined in this document shall, unless repugnant to the context, have the meaning ascribed thereto herein.

- 5.1 "Applicable Laws" means all laws, legislations, statutes, rules, directives, ordinances, notifications, exemptions, regulations, judgments/ orders of any court, tribunal, regulatory bodies and quasi-judicial bodies or any interpretation thereof enacted, issued, or promulgated by any authority and applicable to either Project Director, Watersheds, Nayagarh or to the Bidders;
- 5.2 "Authorized Signatory" shall have the meaning as set forth in Clause 8.6;
- 5.3 "Bid" means the documents submitted by a Bidder pursuant to this NIT, including the Technical Bid along with any additional information/clarifications required/ sought by Project Director, Watersheds, Nayagarh and the Financial Bid, submitted strictly in the formats provided by Project Director, Watersheds, Nayagarh. The Bid shall not be considered to be a Bid if it is not submitted as per the formats prescribed by Project Director, Watersheds, Nayagarh.
- 5.4 "Bidder" designates the legal entity which has made a proposal, a tender or a bid with the aim of concluding a Service Order / Agreement with Project Director, Watersheds, Nayagarh;
- 5.5 "Bidding Process" means the process governing the submission and evaluation of the Bids as set out in the NIT itself;
- 5.6 "Bid Due Date" shall mean the last date for submission of bids, as given in the Schedule for the Tender. No bids shall be accepted after the Bid Due Date;
- 5.7 "Bid Validity Period" shall have the meaning given to it in [Clause 8.9](#);
- 5.8 "Financial Criteria" shall have the meaning given to it in [Clause 7.2](#);
- 5.9 "Financial Year" means the 12 months period from 1st April to 31st March corresponding to the audited annual accounts;
- 5.10 "Initial Letter of Award (LoA)" or "Initial LoA" means the written official intimation by Project Director, Watersheds, Nayagarh notifying the Preferred Bidder that the work has been awarded in its favor as per the terms and conditions mentioned therein;
- 5.11 "Net Worth" shall have the meaning ascribed to it in Section 2(57) of the Companies Act, 2013.

- 5.12 "Notice Inviting Tender" or "NIT" or "NIT Document" or "Tender Paper" or "Tender Documents" or "Tender" or "Bid Documents" means documents issued by Project Director, Watersheds, Nayagarh vide **NIT No. 1487/SC, dated 11.07.2024** for Engagement of agency to provide various services at different locations of Project Director, Watersheds, Nayagarh and shall include any modifications, amendments, corrigenda/addenda or alterations there to. The documents are as follows:
- a) This NIT document;
 - b) Any corrigendum(a)/addendum(a) and clarification(s) to the NIT Document issued by Project Director, Watersheds, Nayagarh subsequent to the issue of the NIT Document will also be considered an integral part of the NIT Document. Any reference to the NIT Document in the Agreement shall include such corrigendum(a)/addendum(a);
- 5.13 "Project Director, Watersheds, Nayagarh " means The Project Director of O/o Project Director, Watersheds, Nayagarh having its registered office at Rama Sahu Lane, Old Hostel Road, Nayagarh – 752069, Odisha.
- 5.14 "Preferred Bidder" shall have the meaning given to it in Clause 8.22;
- 5.15 "Financial Bid" means the Price Bid submitted by the Bidder, in accordance with Clause 8.16.2;
- 5.16 "Successful Bidder" shall have the meaning given to it in Clause 8.23;
- 5.17 "Technical Criteria" shall have the meaning given to it in Clause 7.1;
- 5.18 "Technically Qualified Bidder" means a Bidder whose Technical Bid is responsive and meets the requirements to the satisfaction of Project Director, Watersheds, Nayagarh as per terms and condition of the NIT and is qualified for opening of its Financial Bid;
- 5.19 "Technical Bid" means proposal submitted by the Bidder in accordance with Clause 8.16.1;
- 5.20 "Tender Processing Fee" shall have the meaning as set forth in Clause 8.7;
- 5.21 "Turnover" shall have the meaning ascribed to it in Section 2(91) of the Companies Act, 2013.

All other capitalized words not defined herein shall have the same meaning as ascribed to them in the NIT. Terms and expressions not defined anywhere in the Bid Documents shall have the same meaning as are assigned to the Indian Contract Act, 1872 and / or in General Clauses Act, 1897.

CHAPTER-II

6. Scope of Services

6.1 The selected service provider shall provide the following services to Project Director, Watersheds, Nayagarh as per the below mentioned time frame:

S.N.	Name/ type of Services	Time period of providing Services	Location for providing the services
1	Provide Man Power service to The Project Director, Watersheds, Nayagarh	Initially of 1 year and extendable up to another 2 years (Subject to assessment of the performance of the Service Provider)	• Office of the Project Director, Watersheds, Nayagarh at District and Block level offices

6.1 The "General Conditions of Services" as enclosed in the tender at Annexure 1 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

6.2 The detailed scope and specifications of the services are given in "Special Conditions of Services" as enclosed in Annexure 2 shall form an integral part of the NIT and will also form a part of the Agreement placed against this tender.

7 Eligibility Criteria

The Bidders eligible to participate in this tender should fulfill the following Criteria:

#	Criteria	Required Documents
7.1	Technical Criteria	
7.1.1	<p>The Bidder shall have successfully carried out at least 3 (three) supply of such service contract in State or Central Government organizations/ PSUs / Externally Aided Project in India of value not less than INR 50(fifty) Lakh each during the last 5 (five) years.</p> <p>Note:</p> <p>a. Applicable 5 (five) years FY 2019-20, FY 2020-21, FY 2021-22, FY 2022-23 & FY 2023-24</p> <p>b. Professional shall mean who are Graduate / Post- Graduate in relevant disciplines</p>	<p>Self-attested copies of</p> <p>a. Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and categories of professional manpower supplied.</p> <p>b. Completion certificate from their clients/employers, regarding successful completion of the services</p>
7.1.2	<p>The Bidder should have a minimum strength of 500 (five hundred only) professional manpower in its payroll as on the date of submission of Bid.</p>	<ul style="list-style-type: none"> • Copy of latest Electronic Challan Cum Return of EPF to be enclosed • Alternatively, a certificate from the Bidder's statutory auditor certifying the number of manpower on the Bidders payroll (as on date of tender) shall also be considered as valid supporting document. • However, the Bidder shall submit the summary sheet of ECR/ Payment confirmation receipt. • Project Director, Watersheds, Nayagarh may carry out verification of the same if required.

#	Criteria	Required Documents
7.2	<p>Financial Criteria</p> <p>Average financial turnover of the Bidder during the last 3 (three) financial years should be at least INR 10 crore.</p> <p>Note:</p> <p>a. Applicable 3 (three) years - FY 2021-22, FY 2022-23 and FY 2023-24</p>	Copies of Audited financial statements along with IT Return.
7.3	Other Criteria	
7.3.1	The Bidder should be a Company registered under Indian Companies Act' 1956/2013 (Private or Public)/partnership firm/ sole proprietorship/ society/ trust/ any other	Copies of relevant documents substantiating the constitution shall be submitted.
7.3.2	The Bidder should have valid PAN and GST IN registration	Copy of PAN Copy of GST registration certificate - REG 06
7.3.3	The Bidder should not have been banned / blacklisted by any Government agency or any PSU or The World Bank as on the date of submission of Bid	Declaration should be given. As per Annexure-5
7.3.4	Tender Processing Fee, EMD declaration and Power of Attorney	<p>a) Proof of payment of Tender Processing Fee; Please refer to Clause 8.7 for further details</p> <p>b) EMD declaration Please refer to Clause 8.8 for further details.</p> <p>c) Power of Attorney (as per the format given in Annexure 3) in favour of the Authorized Signatory of the Bidder Please refer to Clause8.6 for further details.</p>

#	Criteria	Required Documents
7.3.5	The Bidder should have registration under the Employees Provident fund act 1952, State Insurance Act 1948 and Contract Labor Act.	Copy of valid EPF & ESI registration certificate and valid Labour License
7.3.6	The Bidder whose Contract/ Agreement with Project Director, Watersheds, Nayagarh had been terminated/ failed to perform will not be eligible to participate in the bidding.	Decision of Project Director, Watersheds, Nayagarh in this regard is final & binding on all such entities

- a. The value of the contracts or Work Orders or Agreements to be considered shall be as per the Clause 2.2.1 of Special Condition of Service.
- b. The word delivered means that the Bidder ought to have completed the scope of services in the technical capacity above, even if the total contract or Work Order is not completed/ closed. However, Bidder ought to have completed the entire range of services as specified in the NIT, even if the total Contract is not completed / closed. The Bidder shall also be required to submit a part completion certificate which should clearly indicate the value and the completed portion (physical progress) of the work (which should satisfy requirement of the NIT). The part completion certificate shall also highlight if the part performance/ progress of the work of the Bidder with respect to the services under consideration, was satisfactory or not.
- c. Bidding in the form of a consortium is **NOT** allowed.

8 Instruction to Bidders

8.1 The Bidders intending to participate in this tender are required to submit the tender documents, i.e., **Technical Bid** and **Financial Bid** in separate sealed cover (i.e., **Cover I – Technical Bid and Cover II – Financial Bid**) clearly mentioning the same on the cover. Both the Technical bid and financial bid should be enclosed inside another Single sealed cover mentioning the Name and Detail Address of the agency along with a Title inscribing “**Tender Document for engagement of outsourcing agency for PD WS Nayagarh**”.

8.2 The tender documents shall be available on the district website, i.e., www.nayagarh.odisha.gov.in.

There shall be no sale of hard copies of the tender documents. Tenders can be accessed by the prospective Bidders at the above websites and may be downloaded by them free of cost. However, the Tender Processing fee shall have to be paid at the time of bid submission.

8.3 The schedule of tender process is mentioned in Chapter - I Page 3.

8.4 The agencies will be selected under Least Cost Selection as per Rule 264 OGFR 2023 of

Finance Department, Govt. of Odisha.

- 8.5 The tender documents should be submitted within the due date as mentioned in the data sheet through Speed post/ Registered Post/ Courier Service or by person dropping in the drop box on working days only.
- 8.6 The Authorized Signatory of the Bidder shall be duly authorized by a Power of Attorney authorizing him/her to perform all tasks related to tender submission, including but not limited to sign and submit the bid and to participate in the bidding process on behalf of the Bidder. The format for the Power of Attorney is given in Annexure 3 of this NIT. Each page of all scanned documents submitted as part of the Techno-Commercial Bid shall be initialed with date by the Authorized Signatory of the Bidder at the lower left-hand corner of each page.
- 8.7 Tender Processing Fee
- 8.7.1 The Bidder shall pay to Project Director, Watersheds, Nayagarh a non-refundable amount ("Tender Processing Fee"), indicated in the Data Sheet, as part of its Technical Bid. The mode of payment of the Tender Processing Fee is also indicated in the Data Sheet.
- 8.7.2 The Bidders, who are exempted to deposit Tender Processing Fee due to any exemption granted by the Government of Odisha, are required to attach scanned copy of relevant documents evidencing such exemption granted, along with the Technical Bid document. The Bidders, who does not submit Tender Processing Fee claiming exemption but does not submit relevant document, is ineligible for bidding and such bid shall be summarily rejected.
- 8.8 Earnest Money Deposit (EMD):The bidder has to submit Rs. 1,00,000 only as EMD in shape of A/c payee demand draft payable at Nayagarh.
- 8.9 Bid validity period: The bid shall initially remain valid and binding on the Bidder for at least 180 (one hundred and eighty) days from the Bid Due Date, as given in the Schedule for the Tender. Any bid with a shorter validity period shall be rejected by Project Director Watersheds, Nayagarh. Under exceptional circumstances, Project Director Watersheds, Nayagarh may in writing request the Bidders to extend the bid validity period of their bids.
- 8.10 Issue of clarifications: Bidders may also send their queries by email to Project Director Watersheds, Nayagarh; queries received after the last date for clarification of quarries (as per the Schedule for the Tender) may not be considered by Project Director Watersheds, Nayagarh.
- 8.11 Issue of corrigendum / amendment: At any time prior to the Bid Due Date, Project Director

Watersheds, Nayagarh may at its own initiative or in response to a query or clarification requested by a prospective Bidder if found appropriate, issue a corrigendum / amendment to the tender documents, which shall be available for download on the website and the same shall also be considered to be part of the tender documents. In order to give Bidders reasonable amounts of time to take into account such corrigendum / amendment, Project Director Watersheds, Nayagarh may at its own discretion also extend the Bid Due Date.

- 8.12 Extension of Bid Due Date: Project Director Watersheds, Nayagarh may, at its discretion, extend the Bid Due Date which shall be related as an act of amendment of this NIT.
- 8.13 Acknowledgement by the Bidder: It shall be deemed that by submitting its bid, the Bidder has:
- I. Made a complete and careful examination of the tender documents, including the proforma agreement;
 - II. received all relevant information requested from Project Director Watersheds, Nayagarh;
 - III. accepted the risk of inadequacy, error or mistake in the information provided in the tender documents or furnished by or on behalf of Project Director Watersheds, Nayagarh relating to any of the matters related to this tender or otherwise;
 - IV. satisfied itself about the scope of work and services to be delivered / rendered and the extant conditions and all matters, things and information necessary and required for submitting an informed bid and for providing the required services in accordance with the tender documents including the contract (to be signed with Project Director Watersheds, Nayagarh) and performance of all of its obligations there under;
 - V. acknowledged and agreed that inadequacy, lack of completeness or incorrectness of information said to be in the bidding documents or ignorance of any of the matters shall not be a basis for any claim for compensation, damages, extension of time for performance of its obligations, loss of profits etc. from Project Director Watersheds, Nayagarh;
 - VI. agreed to be bound by the undertakings provided by it under and in terms; and Project Director Watersheds, Nayagarh shall not be liable for any omission or commission, mistake or error in respect of any of the above or on account of any matter or thing arising out of or concerning or relating to the tender documents or the bidding process, including any error or mistake therein or in any information or data given by Project Director Watersheds, Nayagarh.
- 8.14 Right to accept or reject any/ all bids: Notwithstanding anything contained in the NIT, Project Director Watersheds, Nayagarh reserves the right in its sole discretion, without any obligation or liability whatsoever, to accept or reject any or all of the Bids at any stage of the Bidding Process without assigning any reasons thereof. Further Project Director Watersheds,

Nayagarh reserves the right to annul the Bidding Process and / or to reject any or all Bids at any stage prior to the signing of Agreement without thereby incurring any liability to the affected Bidders or any obligation to inform the affected Bidders of the grounds for Project Director Watersheds, Nayagarh 's action. Decision of the Project Director Watersheds, Nayagarh shall be final and binding in this regard. Project Director Watersheds, Nayagarh reserves the right to reject any bid if at any time, a material misrepresentation is made or uncovered or if the bid received is conditional or qualified.

8.15 Language of the bid: The bid and all related correspondence and documents in relation to the bidding process shall be in the English language. Supporting documents and printed literature furnished by the Bidder with the bid may be in any other language provided that they are accompanied by translations of all the pertinent passages in the English language, duly authenticated and certified by the Bidder. Supporting materials, which are not translated into English, may not be considered. For the purpose of interpretation and evaluation of the bid, the English language translation shall prevail. The English translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate.

8.16 Bid to be submitted by Bidders: The bid to be submitted by Bidders shall consist of the Technical Bid and the Financial Bid.

8.16.1 Technical Bid: The Technical Bid should consist of clear and legible signed photocopies of all the required documents and should be submitted within the Bid Due Date, as indicated in the Schedule for the Tender. The Technical Bid shall contain no information on the Financial Bid of the Bidder. The Technical Bid shall consist of the following:

- i) Documents Supporting Eligibility Criteria (Refer Chapter7)
- ii) Techno-Commercial Bid checklist as per Annexure-6
- iii) Documents towards fulfillment of Technical Scoring criteria as per Clause 8.20.6

8.16.2 Financial Bid: Bidders shall quote Service/ Administrative & Management Charge. These charges shall be applicable on Monthly Remuneration of the professionals excluding GST- the Monthly Remuneration of professionals is enclosed in Clause 2.2.1 of Special Conditions of Service

The Financial Bid shall be in percentage (%) basis both in word & figure. The Bidder shall quote the rate as per the Financial Bid format in Annexure 4 and in case of any discrepancy between the word and figure of the quoted rate, the rate mentioned in word shall prevail.

(Refer: OM No.FIN-COD-RULE-0001-2018/F-19595 date 11.07.2023 of Finance Department. Govt. of Odisha)

8.17 Material deviation

Material deviations in the bids received shall include, inter alia, the following:

- i) The Technical Bid or any accompany document or Financial Bid submitted by the Bidder is not in accordance with the formats given in this tender document.
- ii) The Technical Bid is not accompanied by all the documents required to be submitted in terms of this tender document as per Clause 8.16.1
- iii) It does not contain all the information (complete in all respects) as requested in this tender document (in accordance with the formats provided in this tender document);
- iv) The Technical Bid is not accompanied by documentary evidence of the credentials of the Bidder(s).
- v) The Technical Bid or Financial Bid submitted by the Bidder is conditional or qualified.
- vi) The bid submitted by the Bidder is not valid for the minimum bid validity period, as per Clause 8.9.
- vii) It is otherwise substantially/materially [deviation of the terms and conditions of the tender document.

8.18 Bid preparation cost: The Bidder shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Project Director Watersheds, Nayagarh or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Bidder and Project Director Watersheds, Nayagarh shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Bidder in preparation or submission of the Bid, regardless of the conductor outcome of the Bidding Process.

8.19 Opening of Technical Bids: The Technical Bids shall be opened as per the schedule indicated in Schedule for the Tender.

8.20 Evaluation of Technical Bids:

8.20.1 The Technical Bids shall first be evaluated to determine whether they are complete, whether the required documents have been submitted in the correct formats and whether the documents have been properly signed by the Authorized

Signatory and whether the Technical Bid is generally in order. It will be determined whether the Technical Bid is of acceptable quality, is generally complete and is substantially responsive to the tender documents. For purposes of this determination, a substantially responsive Technical Bid is one that conforms to all the terms, conditions and specifications of the tender documents without any material deviations (as defined in Clause 8.16), objections, conditionality or reservations.

- 8.20.2 A Technical Bid which is not substantially responsive, may be rejected by Project Director Watersheds, Nayagarh, and may not subsequently be made responsive by the Bidder by correction of the material deviations, as defined in Clause 8.16.
- 8.20.3 No modification of the bid or any form of communication with Project Director Watersheds, Nayagarh or submission of any additional documents, will not be allowed and even if submitted, they may not be considered.
- 8.20.4 The responsive Technical Bids shall then be evaluated in detail to determine whether they fulfill the eligibility criteria (as given in Clause 7) and other requirements of the tender, such as submission of all the requisite documents as listed in Clause 8.16.1.
- 8.20.5 The Technical Bids which fulfill the above criteria shall be evaluated further in accordance with the scoring criteria given in Clause 8.20.6 and Technical Marks shall be assigned to each such Technical Bid. Technical Bids which do not fulfill the above criteria shall not be evaluated further and shall not be considered to be a technically qualified bid. Technical Bids which fulfill the above criteria and which receive Technical Marks of 70(seventy) or higher out of 100 shall be considered to be technically qualified bids.

8.20.6 The Technical Scoring criteria is specified below:

S.N.	Criteria	Max score	Marking scheme	Documents to be submitted in the Technical Bid
1	Experience of the firm	50		
1A	Number of Years of Experience for supplying various services	15	<ul style="list-style-type: none"> • 3 Years - 5Marks • For every additional 1 year, 1 mark shall be awarded, subject to a maximum additional 10 Marks 	<ul style="list-style-type: none"> • Relevant contract and completion certificate issued by the client
1B	Number of professionals supplied during the last 3 years in State or Central Government organizations/ PSUs /externally aided project Note: a. Applicable 3 (three) years-, FY2021- 22, FY 2022-23 and FY 2023-24 b. Professional manpower shall mean professionals who are Graduate/Post-Graduate in relevant disciplines	15	<ul style="list-style-type: none"> • 100 professionals - 5 marks • For every additional 50 professionals, 1 mark shall be awarded, subject to a maximum 10 additional marks 	<ul style="list-style-type: none"> • Work order along with completion certificate or Continuation certificate • The bidder shall submit the list of deployed professionals by name and Copy of EPF challan where the name of the deployed professionals should be there or employment certificate of the professionals.

Sl. No.	Criteria	Max score	Marking Scheme	Documents to be submitted in the Technical Bid
1C	<p>Number of professional manpower supply contract in State or Central Government organizations/ PSUs /Externally Aided Project in India of value not less than INR 50 Lakh during the last 5 years</p> <p>Note:</p> <ul style="list-style-type: none"> • Applicable 5 (five) years – FY 2019-20, FY 2020-21, FY 2021-22 ,FY 2022-23 and FY 2023-24 <p>Professional manpower shall mean professionals who are Graduate/ Post Graduate in relevant disciplines</p>	10	<ul style="list-style-type: none"> • 3 contracts - 5Marks • For every additional 1 contract 1 mark shall be awarded, subject to a maximum 5 additional marks 	<ul style="list-style-type: none"> • Relevant contracts or Work Orders or Agreement containing the scope of services, the value of the contract or Work Order or Agreement; and • Completion certificate from their clients/employers, regarding successful completion of the services

S.N.	Criteria	Max score	Marking Scheme	Documents to be submitted in the Technical Bid
1D	Relevant quality certificate from a recognized Institution	5	<ul style="list-style-type: none"> Any ISO/ other relevant certificate shall be considered 	<ul style="list-style-type: none"> Copy of valid certificate
1E	Office in Odisha	5	<ul style="list-style-type: none"> If yes, then 5marks 	<ul style="list-style-type: none"> Copy of GST certification REG-06
2	Others	10		
2A	Average financial turnover of the Bidder during the last 3 (three) financial years	10	<ul style="list-style-type: none"> INR 10 crore- 5 marks Additional 1 mark for each additional INR 2 crore - subject to maximum 5 additional marks 	<ul style="list-style-type: none"> Copies of audited financial statements along with Income tax Return.

Sl. No.	Criteria	Max score	Marking Scheme	Documents to be submitted in the Technical Bid
3	Approach and methodology (A&M)	40		
3A	Quality of the presentation - the presentation should contain 1) Company profile & Differentiating factors 2) Professionals deployment modalities 3) Handling issues and compliances 4) Technological solutions deployed by agency 5) Awards and certification	40	<ul style="list-style-type: none"> • The eligible bidders shall be requested to make a presentation on their proposal to DSC&WD constituted for the purpose. 	
Technical Marks		100		

8.21 Opening and Evaluation of Financial Bids

8.21.1 The Technically qualified bidders will be intimated by telephonic communication and/ or through e-mail, to be present during opening of financial bids on scheduled date and time as mentioned in data sheet; the Financial Bids of only technically qualified Bidders shall be opened. A comparative statement shall be prepared detailing each price component in the bid and including all components of the Price Bid, as per Clause 8.16.2.

8.21.2 The lowest Financial Bid as determined in terms of the paragraph above shall be assigned as per clause 8.4.

8.21.3 Preferred Bidder:

The Bidder who achieves L1 offer out of the responsive offers will be selected on price criterion alone and shall be the Preferred Bidder.

8.22 The Project Director, Watersheds, Nayagarh reserves the right to negotiate the price with the Preferred Bidder before issue of the "Initial LoA". The Preferred Bidder shall have to acknowledge and accept the "Initial LoA" by returning a signed copy of the "Initial LoA" within a period of 7 (seven) days of issue thereof, along with submission of the Performance Security, failing which the issued "Initial LoA" may be cancelled. In such a case, Project Director, Watersheds, Nayagarh reserves the right to approach the technically qualified Bidder(s) who has the next responsive offers. In case the Price Bid of such Bidder is next higher than the Price Bid of the original Preferred Bidder, and Project Director, Watersheds, Nayagarh may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue afresh "Initial LoA" to such Bidder and proceed with such Bidder in terms of this Clause 8.22.

8.23 In case of the tie in quoted offer price towards rate of service charges are received from responsive bidders, higher technical marks scored by such bidder shall be given higher weightage.

8.24 In case of the equal technical marks scored by such bidders, higher turnover of the bidder shall be given higher weightage.

8.25 However, decision of the Project Director, Watersheds, Nayagarh in this regard is final and binding to all concerned.

8.26 Signing of Agreement: Within 7 (seven) days of receipt of the signed copy of the LoA, along with the Performance Security, the Agreement shall be signed by the Preferred Bidder, failing which the Performance Security shall be appropriated by Project Director, Watersheds, Nayagarh. In such a case, Project Director, Watersheds, Nayagarh reserves the right to approach the technically qualified Bidder(s) who has scored the next highest Combined Score. In case the Price Bid of such Bidder is higher than the Price Bid of the original Preferred Bidder, Project Director, Watersheds, Nayagarh may ask such Bidder(s) to match the Price Bid of the original Preferred Bidder and on acceptance of the same, issue afresh LoA to such Bidder and proceed with such Bidder in terms of this Clause 8.22. Upon signing of the Agreement, the Preferred Bidder shall be considered to be the

"Successful Bidder". The proforma of the Agreement is provided in Annexure 2A hereof. Post signing of the Agreement, PD WS shall issue Service Order(s) to the Successful Bidder.

8.27 Performance Security: The amount of the Performance Security is indicated in the Data Sheet. The Preferred Bidder shall submit the Performance Security at Head Office, Project Director, Watershed Nayagarh upon issue of Initial LoA within a period of 7 (seven) days. Performance Security shall be in the form of a Bank Guarantee (BG) from any Nationalized / Scheduled Bank invocable at their branch in Nayagarh as per the format given in Annexure 8 or in the form of demand draft from a scheduled commercial bank and payable in Nayagarh, Odisha. Performance Security in the form of BG should be operable for invocation at any Nationalized/ Scheduled bank at Nayagarh.

Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations.

The Successful Bidder shall submit the Indemnity Bond in the Format as at Annexure-10 at the time of execution of agreement.

9 Additional Instructions to Bidders

9.1 Clarification of queries of bidders:

The bidders can ask for any queries to the TIA through e-mail (pdws.nayagarh@gmail.com). The last date for such clarification through email is 22.07.2024 5.00 P.M. Queries received after the date mentioned will not be entertained by the TIA.

9.2 Conflict of Interest:

Conflict of interest exists in the event of:

- (i) Conflicting assignments, typically monitoring and evaluation/environmental assessment of the same project by the eligible bidder;
- (ii) Consultants, agencies or institutions (individuals or organisations) who have a business or family relation with the Client directly or indirectly; and
- (iii) Practices prohibited under the anti-corruption policy of the Government of India and Government of Odisha. The bidders are to be careful so as not to give rise to a situation where there will be any conflict of interest with the Client as this would amount to their disqualification and breach of contract.

9.2 Disclosure:

- i. Bidders have an obligation to disclose any actual or potential conflict of interest. Failure to do so may lead to disqualification of the bidder or termination of its contract.
- ii. Bidders must disclose if they are or have been the subject of any proceedings (such as blacklisting) or other arrangements relating to bankruptcy, insolvency or the financial standing of the Bidder, including but not limited to appointment of any officer such as a receiver in relation to the Bidder's personal or business matters or an arrangement with creditors, or of any other similar proceedings.
- iii. Bidders must disclose if they have been convicted of, or are the subject of any proceedings relating to:
 - a criminal offence or other serious offence punishable under the law of the land, or
 - where they have been found by any regulator or professional body to have committed professional misconduct;
 - corruption including the offer or receipt of an inducement of any kind in relation to obtaining any contract;
 - failure to fulfill any obligations in any jurisdiction relating to the payment of taxes or
 - social security contributions.

Without limitation on the generality of this rule, agencies shall not be hired under the circumstances set forth below:

- (a) An agency which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, agency hired to provide consulting services for the preparation or implementation of a project, and any of the affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.
- (b) Agencies or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the agency.

Agencies may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated in the Data Sheet and the factors used for the selection of the agency should take the likelihood of continuation into account. It will

be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which agency will be hired for the purpose.

It is GoO's policy to require that agencies observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOO:

- (a) Defines, for the purpose of this provision, the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process in contract execution; and
 - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOO, and includes collusive practices among agencies (prior to or after submission of proposals) designed to establish prices at artificial, non-competitive levels and to deprive GOO of the benefits of free and open competition.
- (b) Will reject a proposal for award if it determines that the agency recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;
- (c) Will declare an agency ineligible, either indefinitely or for a stated period of time, to be awarded GOO-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOO-financed contract; and
- (d) Will have the right to require that GOO inspect agency's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOO.

Agency should not be under a declaration of ineligibility for corrupt and fraudulent practices issued by GoO in accordance with the above sub para.

9.3 Confidentiality:

Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the agencies who submitted the proposals or to other persons not officially concerned with the process, until the winning Agency has been notified that it has been awarded the contract.

9.4 Legal Jurisdiction:

All legal disputes are subject to the jurisdiction of civil court of Nayagarh, Odisha only.

9.5 Governing Law and Penalty Clause:

The schedule given for delivery is to be strictly adhered to in view of the strict time schedule. Any unjustified and unacceptable delay in delivery shall render the bidder liable for liquidated damages and thereafter the Client holds the option for cancellation of the contract for pending activities and complete the same from any other agency. The Client may deduct such sum from any money from their hands due or become due to bidder. The payment or deduction of such sums shall not relieve the bidder from his obligations and liabilities under the contract. The rights and obligations of the Client and the bidder under this contract will be governed by the prevailing laws of Government of India / Government of Odisha. Failure on bidder's part to furnish the deliverables as per the agreed time line will enforce a penalty @ 1% per week subject to maximum of 10% of the total contract value. The amount will be deducted from the subsequent payment. In addition, the PBG amount shall also be forfeited. The decision of the authority placing the contract, whether the delay in development has taken place on account of reasons attributed to the bidder shall be final.

9.5.1. Client's right to accept any proposal, and to reject any or all proposal/s

The Client reserves the right to accept or reject any proposal, and to annul or amend the bidding / selection / evaluation process and reject all proposals at any time prior to award of contract award, without assigning any reason there of and thereby incurring any liability to the bidders.

9.6 Copyright, Patents and Other Proprietary Rights:

PD WS Nayagarh Government of Odisha shall be entitled to all intellectual property and other proprietary rights including but not limited to patents, copyrights and trademarks, with regard to documents and other materials which bear a direct relation to or are prepared or collected in consequence or in the course of the execution of this contract. At the Client's request, the Consultant shall take all necessary steps to submit them to the Client in compliance with the

requirements of the contract.

9.7 Force Majeure:

For purpose of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency's fault or negligence and not foreseeable. Such events may include, but are not restricted, wars or revolutions, fires, floods, riots, civil commotion, earthquake, epidemics or other natural disasters and restriction imposed by the Government or other bodies, which are beyond the control of the agency, which prevents or delays the execution of the order by the agency. If a force Majeure situation arises, the agency shall promptly notify Client in writing of such condition, the cause thereof and the change that is necessitated due to the condition. Until and unless otherwise directed by the Client in writing, the Agency shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. The agency shall advise Client in writing, the beginning and the end of the above causes of delay, within seven days of the occurrence and cessation of the Force Majeure condition. In the event of a delay lasting for more than one month, if arising out of causes of Force Majeure, Client reserves the right to cancel the contract without any obligation to compensate the agency in any manner for what so ever reason.

9.8 Settlement of Dispute:

The Client and the agency shall make every effort to resolve amicably, by direct negotiation in case of any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice shall be resolved by a sole arbitrator nominated by the Collector and DM Nayagarh. The arbitration proceeding shall be held in Nayagarh. The Courts at Nayagarh shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

9.9 Disqualification of Proposal:

The proposal is liable to be disqualified in the following cases as listed below:

- > Proposal submitted without Bid Processing Fee & EMD as applicable
- > Proposal not submitted in accordance with the procedure and formats as prescribed in the RFP
- > During validity of the proposal, or its extended period, if any, the bidder increases his quoted prices
- > Proposal is received in incomplete form
- > Proposal is received after due date and time for submission of bid
- > Proposal is not accompanied by all the requisite documents / information
- > A commercial bid submitted with assumptions or conditions
- > Bids with any conditional technical and financial offer If the bidder provides any assumptions in the financial proposal or qualifies the commercial proposal with its own conditions, such proposals will be rejected even if the commercial value of such proposals is the lowest / best value
- > Proposal is not properly sealed or signed
- > Proposal is not conforming to the requirement of the scope of the work of the assignment.
- > Bidder tries to influence the proposal evaluation process by unlawful/corrupt/ fraudulent means at any point of time during the bid process If, any of the bid documents (including but not limited to the hard and soft/electronic copies of the same, presentations during evaluation, clarifications provided by the bidder), excluding the commercial bid, submitted by the bidder is found to contain any information on price, pricing policy, pricing mechanism or any information indicative of the commercial aspects of the bid;
- > Bidders or any person acting on its behalf indulges in corrupt and fraudulent practices
- > Any other condition / situation which holds the paramount interest of the Client during the overall section process.

CHAPTER-III

Annexure 1: General Conditions of Services

1. Definitions

In the interpretation of the Contract and the general and special conditions governing it, unless the context otherwise requires:

- 1.1. "Contract Price" or "Contract Value" shall mean the price payable to the service provider under the Service Order / Agreement for the full and proper performance of his contractual obligations;
- 1.2. "Service Order" or "Contract" or "Agreement" shall mean the Service Order/Agreement and all attached exhibits and documents referred to the rein and all terms and conditions thereof together with any subsequent modifications thereto;
- 1.3. "Site" shall mean the place or places named in the Service Order / Agreement or such other place or places at which any work has to be carried out as may be approved by the PD WS Nayagarh;
- 1.4. "Service provider" or "Contractor" shall mean a firm or company with whom the Service Order / Agreement is placed and shall be deemed to include the supplier in successors (approved by PD WS Nayagarh) representatives, heirs, executors, administrators and permitted assignee as the case maybe;
- 1.5. "Services" means the services specified in the Service Order which the service provider has agreed to supply under Service Order /Agreement;

2. Scope of Services

- 2.1. Scope of Services/Work shall be as defined in the Special Conditions of Contract and Annexure thereto.

3. Instructions, Direction & Correspondence

- A) All instructions and orders to service provider shall, excepting what is herein provided, be given by PD WS Nayagarh.
- B) All the work shall be carried out under the direction of and to the satisfaction of PD WS Nayagarh.

- C) All communications including technical/commercial clarifications and/or comments shall be addressed to PD WS Nayagarh shall always bear reference to the Service Order /Agreement.
- D) Invoices for payment against Service Order / Agreement shall be addressed to PD WS Nayagarh.
- E) The Service Order / Agreement number shall be shown on all challans / invoices, communications, packing lists, containers and bills of lading (as applicable), etc.

4. Service Order / Agreement Obligations

- 4.1. If after award of the "Initial LoA", the service provider does not acknowledge the receipt of award or fails to furnish the Performance Security within the prescribed time limit (as the case maybe), the PD WS Nayagarh reserves the right to cancel the "Initial LoA" .
- 4.2. Once a Service Order / Agreement is accepted and confirmed and signed, the terms and conditions contained therein shall take precedence over the service provider's bid and all previous correspondence.
- 4.3. The Service Order/Agreement shall, in all respects, deemed to be and shall construe and operate as an Indian Contract in conformity with the Indian Laws.

5. Modification in Service Order /Agreement

- 5.1. All modifications leading to changes in the Service Order / Agreement with respect to technical and/or commercial aspects including terms of delivery of services, shall be considered valid only when accepted in writing by PD WS Nayagarh by issuing amendment to the Service Order / Agreement. Issuance of acceptance or otherwise in such cases shall not be any ground for extension of agreed delivery date and also shall not affect the performance of Service Order / Agreement in any manner except to the extent mutually agreed through a modification of Service Order /Agreement.
- 5.2. PD WS Nayagarh shall not be bound by any printed conditions or provisions in the service provider's Bid Forms or acknowledgment of Service Order / Agreement, invoices and other documents which purport to impose any conditions at variance with or supplemental to Service Order /Agreement.

6. Use of Service Order / Agreement Documents information

- 6.1. The service provider shall not, without PD WS Nayagarh's prior written consent, disclose any approved plan, drawing, pattern, sample or information furnished by or on behalf of the DSC&WD in connection there with, to any person other than a person employed by the Service provider in the performance of the Service Order / Agreement. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purpose of such performance.
- 6.2. The Service provider shall not, without PD WS Nayagarh 's prior written consent, make use of any document or information enumerated in Clause 5.1 except for purpose of performing the Service Order /Agreement.

7. Patent Rights, Liability & Compliance of Regulations

- 7.1. Service provider hereby warrants that the use of the services delivered here under will not infringe claims of any patent covering such service and Service provider agrees to be responsible for and to defend at his sole expense all suits and proceedings against PD WS Nayagarh based on any such alleged patent infringement and to pay all costs, expenses and damages which PD WS Nayagarh may have to pay or incur by reason of any such suit or proceedings.
- 7.2. The service provider shall indemnify PD WS Nayagarh against all third-party claims of infringement of patent, trade mark or industrial design rights arising from the services delivered by the service provider.
- 7.3. Service provider shall be responsible for compliance with all requirements under the laws and shall protect and indemnify completely the PD WS Nayagarh from any claims / penalties arising out of any infringements.

8. Performance Security

- 8.1. The service provider shall furnish Performance Security as per the terms and conditions provided in the Notice Inviting Tender.
- 8.2. The Performance Security shall be for due and faithful performance during the project execution period and is liable for forfeiture in the following cases:
 - If the service provider fails to undertake the work after issuance of "Initial LoA", or
 - If the service provider abandons the work before its completion, or during its extended period
 - If the work performed by the service provider is not as per the Agreement, or
 - On breach of Service Order / Agreement by the service provider.

- 8.3. The proceeds of Performance Security shall be forfeited and appropriated by the PD WS Nayagarh as compensation for any loss resulting from the Service provider's failure to complete his obligations under the Service Order / Agreement without prejudice to any of the rights or remedies the PD WS Nayagarh may be entitled to as per terms and conditions of Service Order / Agreement.
- 8.4. Performance Security shall be extended by the service provider in the event of delay in completion of work, as defined in the Service Order / Agreement for any reason whatsoever. PD WS Nayagarh 's claim period shall remain valid for twelve months after the expiry of the guarantee/warranty/Defect Liability Period or till the satisfactory performance of the objectives of the Service Order / Agreement, whichever is later.

9. Delivery of Services

- 9.1. Delivery of the Services shall be made by the service provider in accordance with terms specified in the Special Conditions of Contract.
- 9.2. The delivery of services is binding and essential and consequently, no delay is allowed without the written approval of DSC&WD. Any request concerning delay will be null and void unless accepted by PD WS Nayagarh.

10. Terms of Payment

- 10.1. Details about the method of payment, payment terms, billings, place of payment, etc. under this Service Order / Agreement shall be specified in the Special Conditions of Contract.
- 10.2. All payments shall be made in INR only and shall be made directly to the bank account of the service provider.
- 10.3. No advance shall be paid and no letter of credit shall be issued.
- 10.4. Payment shall be released within 30 (thirty) days after receipt of relevant documents complete in all respects.
- 10.5. No interest charges for delay in payments, if any, shall be payable by PD WS Nayagarh.
- 10.6. Defective bills shall be returned to the Service provider within 7(seven) working days. No payment shall be made on defective / incomplete bills.

11. Subcontracting /out-sourcing/ sub-letting/Assignment

11.1. The service provider is not allowed to subcontract, outsource, sub-let or assign the contract and scope of services, either partly or wholly, without the written approval of the designated official from PD WS Nayagarh side for the services for which such subletting is sought. However, the PD WS Nayagarh management reserves the full right to refuse any such approval to the service provider without being bound to provide any reason or rationale for such decision. Provided, nevertheless, that any such consent shall not relieve the service provider from any obligation, duty or responsibility under the Service Order / Agreement.

12. Cancellation of Service Order /Agreement

If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement which are spelt out in the Tender Document, PD WS Nayagarh shall have the right to terminate the Service Order / Agreement and award the total or balance work (if any) to any other service provider at the risk and cost of the said service provider after giving 30 days' notice to the service provider as to why the said work shall not be awarded to another entity at his risk and cost. Further the Service Order/Agreement could be terminated if:

- i) There is a force-majeure situation,
- ii) Service provider has given false declaration or document including affidavit,
- iii) There is conflict of interest between PD WS Nayagarh & service provider during the Service Order / Agreement execution,
- iv) The service provider defaults in proceeding with the work as per the mile stones and/or in complying with any of the terms and conditions, stipulated in the Service Order / Agreement,
- v) The service provider or firm or any of the partner represented by the service provider, in the subject Service Order/Agreement is adjudged as Insolvent by the concerned authority and further if the Service Provider has been wound up and dissolved,
- vi) The service provider assigns/transfers/sub-lets the entire work or a portion thereof without the approval of the Competent Authority,
- vii) The service provider offers to give or agrees to give gift or any other consideration tangible or intangible, as inducement or reward for seeking or offering benefits in the Service Order / Agreement as the case may be,
- viii) A court order or an order of a competent statutory forum is received in respect of the Service under consideration of the Service Order / Agreement.

Termination of the agreement shall not relieve the service provider of any obligations which expressly or by necessary implication survives termination. Except as otherwise provided in any

provisions of the agreement expressly limiting the liability of the service provider, shall not relieve the service provider of any obligations or liability for loss or damage to PD WS Nayagarh arising out of or caused by acts or omissions of the service provider prior to the effective date of termination or arising out of such termination. Even if Service Order / Agreement is terminated/abandoned prematurely, PD WS Nayagarh reserves the right to deduct / impose penalties and shall remain indemnified, till such time all or any such claims are suitably addressed. PD WS Nayagarh reserves the right to appropriate the Performance Security, as a genuine pre-estimated damages suffered by PD WS Nayagarh for the non-performance by the service provider. PD WS Nayagarh may also impose further penalties on the service provider such as holidaying / banning / blacklisting for a specific period of time. In all such cases, the decision of PD WS Nayagarh shall be final. This notice shall be in accordance with Clause 11.1

14. Right to risk for procurement / rendering of services

If the service provider fails to fulfill the terms and conditions of the Service Order / Agreement, DSC&WD shall have the right to procure the services from any other party for the execution / completion of the scope of services under the Service Order / Agreement and recover from the service provider all charges / expenses / losses / damages which may be suffered by PD WS Nayagarh, at the risk and cost of the service provider, after giving 15(fifteen) days of notice to the service provider. This will be without prejudice to the rights of PD WS Nayagarh for any other action including termination of the Service Order / Agreement.

15. Force Majeure

"Force Majeure Event" means any event or circumstances or combination of events or Circumstances which:

- A) Are beyond the reasonable control of the Party affected by such event (the Affected Party); and cannot by exercise of reasonable diligence, reasonable precautions and reasonable alternative measures (where sufficient time to adopt such precautions or alternative measures before the occurrence of such event or circumstances is available), be prevented or caused to be prevented;
- B) Materially and adversely affects such Party's performance of its duties or obligations or enjoyment of its rights under this Service Order / Agreement.

15.1. As soon as practicable and in any case within 7 (seven) days from the date of occurrence of a Force Majeure Event or the date of knowledge thereof, the Affected Party shall notify the other Party of the same, setting out the details of the Force Majeure Event.

15.2. If the Affected Party is rendered wholly or partially incapable of performing any of its obligations under this Service Order / Agreement because of a Force Majeure Event, it shall be excused from performance of such obligations to the extent it is

unable to perform the same on account of such Force Majeure Event.

15.3. If a Force Majeure Event described above, in the reasonable judgment of the Parties, is likely to continue beyond a period of 6 (six) months or any other period as stipulated in the NIT, the parties may mutually decide to terminate the Service Order / Agreement or continue the Service Order / Agreement on mutually agreed revised terms.

16. Dispute Resolution

16.1. The Client and the agency shall make every effort to resolve amicably, by direct negotiation in case of any disagreement or dispute arising between them under or arising from or in connection with the contract. Disputes not so resolved amicably within 30 days of receipt of notice shall be resolved by a sole arbitrator nominated by the Collector and District Magistrate, Nayagarh. The arbitration proceeding shall be held in Nayagarh, Odisha. The Courts at Nayagarh shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

16.2. Governing law and jurisdiction: This Service Order / Agreement shall be construed and interpreted in accordance with and governed by the laws of State and Central Government in force in India. The Courts at Nayagarh shall have exclusive jurisdiction over all matters arising out of or relating to this Service Order / Agreement.

17. Governing Language

The Service Order / Agreement shall be written in English language as specified by the PD WS Nayagarh in the Instruction to Bidders. All literature, correspondence and other documents pertaining to the Service Order / Agreement which are exchanged by the parties shall be written in English language. Printed literature in other language shall only be considered, if it is accompanied by an English translation. For the purposes of interpretation, English translation shall govern and be binding on all parties.

18. Notices

Any notice given by one party to the other pursuant to the Service Order / Agreement shall be sent in writing or by email. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

19. Permits & Certificates

19.1. Service provider shall procure, at his expense, all necessary permits, certificates

and licenses required by virtue of all applicable laws, regulations, ordinances and other rules in effect at the place where any of the work is to be performed, and Service provider further agrees to hold PD WS Nayagarh harmless from liability or penalty which might be imposed by reason of any asserted or established violation of such laws, regulations, ordinances or other rules.

20. General

20.1. The Service provider shall be deemed to have carefully examined all Service Order / Agreement documents to its entire satisfaction. Any lack of information shall not in any way relieve the Service provider of his responsibility to fulfill his obligation under the Service Order / Agreement documents.

20.2. The General Conditions of Contract (GCC)-Services shall apply to the extent that they are not superseded by provisions of other parts of the Special Conditions of Contract.

20.3. Losses due to non-compliance of Instructions

Losses or damages occurring to the PD WS Nayagarh owing to the Service provider's failure to adhere to any of the instructions given by the PD WS Nayagarh in connection with the contract execution shall be recoverable from him.

20.4. Recovery of sums due

All costs, damages or expenses which the PD WS Nayagarh may have paid, for which under the Service Order / Agreement, the Service provider is liable, may be recovered by the PD WS Nayagarh (he is hereby irrevocably authorized to do so) from any money due to or becoming due to the Service provider under this Service Order / Agreement or other Service Orders / Agreements and/or may be recovered by action at law or otherwise. If the same due to the Service provider be not sufficient to recover the recoverable amount, the Service provider shall pay to the PD WS Nayagarh, on demand, the balance amount.

21. Liability and Indemnity

21.1. Service provider shall indemnify, defend and hold PD WS Nayagarh harmless against:

Any and all third-party claims, actions, suits or proceedings against PD WS Nayagarh, for any loss of or damage to property of such third party, or death or injury to such third party, arising out of breach by the service provider of any of its obligations under the Service Order / Agreement, except to the extent that any such claim, action, suit or proceeding has arisen due to a negligent act or omission, breach of

the Service Order / Agreement, or breach of statutory duty on the part of PD WS Nayagarh, its suppliers and Service Providers, employees, servants or agents; and

- a) any and all losses, damages, costs, and expenses including legal costs, fines, penalties and interest actually suffered or incurred by PD WS Nayagarh from third party claims arising by reason of breach by the service provider of any of its obligations under this Service Order / Agreement, except to the extent that any such losses, damages, cost & expenses including legal costs, fines, penalties and interest (together to constitute "Indemnifiable Losses") have arisen due to negligent act or omission breach of the Service Order / Agreement, or breach of statutory duty on the part of PD WS Nayagarh, its suppliers or Service Providers, employees, servants or agents or any of the representations; and
- b) to the extent of the value of free issue materials to be issued till such time the entire Service Order / Agreement is executed and proper account for the free issue materials is rendered and the left over / surplus and scrap items are returned to PD WS Nayagarh. The service provider shall not utilize PD WS Nayagarh 's free issue materials for any job other than the one contracted out in this case and also not indulge in any act, commission or negligence which will cause / result in any loss/damage to the PD WS Nayagarh and in which case, the service provider shall be liable to PD WS Nayagarh to pay compensation to the full extent of damage / loss and undertake to pay the same.

21.2. PD WS Nayagarh remains indemnified (even if the Service Order / Agreement ends prematurely) towards all or any obligations due to PD WS Nayagarh by the service provider and shall continue to remain in force till such time all or any such claims are suitably addressed.

22. Publicity & Advertising

Service provider shall not without the written permission of PD WS Nayagarh make a reference to PD WS Nayagarh or any Company affiliated with PD WS Nayagarh or to the destination or the description of goods or services supplied under the Service Order / Agreement in any publication, publicity or advertising media.

23. Blacklisting

Blacklisting of a business concern/entity or supplier may be resorted to in following cases: -

- i) If the Proprietor or Partner or Director of the business concern / entity is convicted by a Court of Law, following prosecution under the normal process of Law for an offence involving moral turpitude in relations to business dealings;
- ii) If security consideration of the state i.e. any action that jeopardize the security of the State.
- iii) If there is justification for believing that the Proprietor or Partner or Director of the

Concern/entity has been guilty of malpractices such as bribery, corruption, cheating, fraud and tender fixing etc.

- iv) If the business concern / entity refuses / fails to return the PD WS Nayagarh 's dues without adequate cause;
- v) If the business concern/entity is blacklisted by any Department of the Central Government / State Government / Central PSU / State PSU / the World Bank.
- vi) If the business concern / entity is a concern / entity evader of Central / State taxes / duties for which PD WS Nayagarh has received notice from the concerned department of Central / State Govt.
- vii) If violation of important conditions of the contract / agreement.
- viii) If submission of false / fabricated / forged documents for consideration of a tender

24. Insurance

24.1. The Service Provider will obtain an insurance policy for all manpower deployed by him.

25. Statutory and Legal requirements

25.1. The service provider shall comply with all the statutory and legal requirements and requirements for obtaining license under the Contract Labour (Regulation and Abolition) Act 1970 and shall bear all necessary expenses in this regard.

25.2. The Service Provider shall abide by the applicable statutory provisions on minimum wages, payment of wages, EPF, ESI, and other applicable law.

25.3. The service provider shall not take any action in relation to handling of its personnel which may adversely affect the existing labour relations of PD WS Nayagarh. The service provider has to maintain close liaison and cordial relations with the local people and the unions.

Annexure 2: Special Conditions of Service

1. General

These Special Conditions of Contract delete, amend or add to the clauses in the General Conditions of Contract. In the event of an inconsistency, these Special Conditions of Contract shall supersede or take precedence over the General Conditions of Contract to the extent of that inconsistency.

2. Scope of work

- 2.1. Project Director Watersheds, Nayagarh intends to select an agency having experience in providing professional manpower in various streams. The contract period shall be as per the provisions of Clause 5 of Special Conditions of Contract.
- 2.2. During the contract period, PD WS Nayagarh shall send Job Descriptions (via. email/post, etc.) to the Service Provider as and when there is any requirement for deployment of professional manpower in various stream/department/location within the state mentioning the job-requirement, qualification and duration of engagement of specific resources. The Job Description shall specify the following:
 - 2.2.1. Module / stream / department and locations where professionals are needed to be deployed
The module / stream / department /location where requirement for deployment of professional manpower may come up with PD WS Nayagarh are as follows:

Tentative Requirement of Professionals and Their qualification and Experience

S.N.	Name of the Position	No. of Professionals Required (Tentative)	Qualification	Age Limit	Place of Posting	Monthly Remunerations
A. Name of the Scheme: WDC PMKSY 2.0						
1	WDT (Engineering)	3	Degree in Civil Engineering/ Agricultural Engineering OR Diploma in Civil Engineering with a minimum of 1(One) year relevant work experience in watershed development/ Rural Development/ Natural Resource management etc.	Below 55 Years as on 30.06.2024	Under the PIAs of Daspalla, Odagaon and Nayagarh block (Project Area)	INR 25,000.00 per month each (Inclusive of all duties and Taxes)
2	WDT (Livelihood)	3	Graduate in Agriculture/ Horticulture/ Forestry/ Veterinary/ Fisheries/ Agricultural Engineering OR Bachelor's Degree in Science with a minimum of 1(one) year relevant work experience in watershed development/ Livelihoods/ Rural Development/ Natural Resources Management etc. OR Diploma in Agro-polytechnic with a minimum of 1(One) year relevant work experience in watershed development/ Livelihoods/ Rural Development/ Natural Resources Management etc.	-do-	-do-	-do-
3	WDT (Social)	3	Post Graduate in any discipline with a minimum of 1(one) year relevant work experience in watershed development/ Rural Development/ Social Development etc.	-do-	-do-	-do-
4	WDT (Micro-enterprise)	3	Post Graduate in any discipline with a minimum of 1(one) year relevant work experience in watershed development/ Rural Development/ Micro-enterprise etc.	-do-	-do-	-do-

S.N.	Name of the Position	No. of Professionals Required (Tentative)	Qualification	Age Limit	Place of Posting	Monthly Remunerations
5	Office Assistant	3	Graduate in any Discipline with PGDCA (preference may be given to experience holders in relevant field).	-do-	-do-	INR 18,750.00 per month each (Inclusive of all duties and Taxes)
B. Name of the Scheme: World Bank Assisted REWARD Project						
1	WDT (Engineering)	3	Degree in Civil Engineering/ Agricultural Engineering OR Diploma in Civil Engineering with a minimum of 1(One) year relevant work experience in watershed development/ Rural Development/ Natural Resource management etc.	Below 55 Years as on 30.06.2024	Under the PIAs of Daspalla, and Odagaon block (Project Area)	INR 25,000.00 per month each (Inclusive of all duties and Taxes)
2	WDT (Livelihood)	3	Graduate in Agriculture/ Horticulture/ Forestry/ Veterinary/ Fisheries/ Agricultural Engineering OR Bachelor's Degree in Science with a minimum of 1(one) year relevant work experience in watershed development/ Livelihoods/ Rural Development/ Natural Resources Management etc. OR Diploma in Agro-polytechnic with a minimum of 1(One) year relevant work experience in watershed development/ Livelihoods/ Rural Development/ Natural Resources Management etc.	-do-	-do-	-do-
3	WDT (Social)	3	Post Graduate in any discipline with a minimum of 1(one) year relevant work experience in watershed development/ Rural Development/ Social Development etc.	-do-	-do-	-do-

S.N.	Name of the Position	No. of Professionals Required (Tentative)	Qualification	Age Limit	Place of Posting	Monthly Remunerations
4	WDT (Micro-enterprise)	3	Post Graduate in any discipline with a minimum of 1(one) year relevant work experience in watershed development/ Rural Development/ Micro-enterprise etc.	-do-	-do-	-do-
5	Office Assistant	3	Graduate in any Discipline with PGDCA (preference may be given to experience holders in relevant field).	-do-	-do-	INR 18,750.00 per month each (Inclusive of all duties and Taxes)
C. Name of the Scheme: MGNREGS						
1	MGNREGS Assistant	12	Graduate in any Discipline with PGDCA (preference may be given to experience holders in relevant field).	Below 55 Years as on 30.06.2024	Under the PIAs of all block	INR 15,600.00 per month each (exclusive of all duties and Taxes)

The above list is illustrative; PD WS Nayagarh may ask services for other schemes/ locations/ professional area that are not mentioned in the above list.

The above services currently required for all blocks and district headquarters of Nayagarh districts.

2.2.2. Duration of engagement

The professional shall be engaged for an initial period of 1 (one) year. The tenure of engagement will be renewed every year up to 2(two) years based on performance or up to the end of the project period as applicable.

2.2.3. Key Responsibility Areas (KRAs)

The Job Description shall specify the Key Responsibility Areas (KRAs) and other requirements as deemed fit by PD WS Nayagarh.

2.2.4. Academic Qualification for required Professionals

- a) The resources provided must be Graduate/Post- Graduate in relevant disciplines
- b) Additional qualification in respective field shall be preferred.
- c) PD WS Nayagarh shall mention the requisite qualification requirement in the Job Description.

2.2.5. Professional Experience of required Professionals

PD WS Nayagarh shall share the requisite experience requirement to the Service Provider.

2.2.6. A sample Job Roles & Responsibility has been enclosed in Appendix -1.

2.2.7. The initial tentative requirement of professional manpower has been enclosed in Clause 2.2.1 of Special Conditions of Service. The actual initial requirement may increase or decrease. Also going forward during the Contract Period, PD WS Nayagarh may seek engagement of more number of professionals

2.3. Additional terms & conditions

2.3.1. The proposed professionals by the Service Provider should be physically fit and the age should not be above 55years as on 01/07/2024.

2.3.2. The professionals proposed for interaction and subsequent deployment in PD WS Nayagarh, if selected, must be enrolled in the payroll of the Service Provider before deployment.

2.3.3. Subletting: The agency is not allowed to sub contract, outsource, sub-let to any third party.

3. Selection Procedure of Professional

3.1. As mentioned in Clause 2.2 of Special Conditions of Contract, PD WS Nayagarh shall send Job Descriptions (via. email/post, etc.) to the Service Provider stating PD WS Nayagarh 's requirement.

3.2. The Service Provider shall submit the CV of the candidates in respect of the required professional within 7 (seven) days from the date of issuing of such Job Descriptions.

3.3. For each of the proposed professional, the Service Provider shall propose a minimum of 3 (three) candidates and hence provide at least 3 (three) CVs.

(Only in exceptional cases, due to non-availability of suitable job profiles, PD WS Nayagarh, in its sole discretion, may go ahead with selection procedure by considering CV' s of less than 3(three) candidates)

For each candidate, the Service Provider shall submit the following:

- A) CV of the candidate in the format provided in Appendix -2.
- B) Documents in support of qualification, age, experience, technical competencies, market value & other criteria as shall be deemed fit / proper
- C) Copies of last pay slip issued by the employer
- D) Copies of the latest Form-16 (under Income TaxAct).

3.4. PD WS Nayagarh shall evaluate the candidates based on qualification, age, post qualification experience, area of specialization, etc.

3.5. PD WS Nayagarh may short list from the list of proposed candidates. PD WS Nayagarh, in its own discretion, shall carry out the entire shortlisting process. PD WS Nayagarh reserves the right to shortlist or reject any or all CVs without assigning any reason thereof. PD WS Nayagarh also reserves the right to ask the Service Provider to submit CVs of a greater number of candidates.

3.6. The shortlisted professionals may be called for an interaction. The mode of interaction shall be intimated to the Service Provider.

3.7. PD WS Nayagarh will finalize the list of selected candidates in respect of each post.

4. Post finalization of selected candidates

4.1. Issue of LoA and Service Order:

- A) The Letter of Award (LoA) containing the Monthly Remuneration of professionals and Service/ Administrative & Management charges shall be sent to the Service Provider.

- B) The LoA shall also contain the details of Statutory payments that will be provided to the professionals - This shall be finalized by PD WS Nayagarh in consultation with the Service Provider.
- C) The Service Provider shall have to acknowledge and accept the LoA by returning a signed copy of the LoA within a period of 7 (seven) days of issue thereof, failing which the issued LoA may be cancelled and the Performance Security of the Service Provider may be forfeited by PD WS Nayagarh.
- D) Post receipt of acknowledgement, PD WS Nayagarh shall issue Service Order(s) to the Service Provider.

4.2. Deployment of professionals:

The Service Provider shall be given a time period of 30 (thirty) days ("**Mobilization Period**") from the date of issue of the LoA, towards mobilization of professional and start of work. In exceptional circumstances, the Mobilization Period and the start of work may be modified / changed at the sole discretion of PD WS Nayagarh.

5. Working protocol

5.1. The deployed resources shall be required to:

- A) Work in close conjunction with Module / stream in-charge
- B) The resource shall report to Corresponding PIAs.
- C) Report to office as per the working hour as scheduled in respective offices where deployed.
- D) Adhere to working & holiday calendar followed by respective offices
- E) Seek prior approval of the reporting authority before availing any planned leave.
- F) The deployed resource shall follow the rule, regulation and working protocol of PD WS Nayagarh, Govt. of Odisha.
- G) The deployed resource shall not disclose any information, document in the form of soft & hard copy to anyone without written permission from the reporting authority

6. Replacement of engaged professionals

6.1. The replacement of the proposed professionals by the agency shall not be normally allowed except in the case of resignation, medical incapacity or demise of such professionals or any other extraneous circumstances beyond the reasonable control of the agency. Such replacement shall be subject to availability of professionals of equivalent or better qualifications and experience. However, PD WS Nayagarh in its own discretion, may ask for replacement of professional in case

- the professional is not performing to the satisfaction of PD WS Nayagarh.
- 6.2. Any replacement of professionals shall be with the written approval of the PD WS Nayagarh. However, the PD WS Nayagarh management reserves the right to refuse any such approval without being bound to provide any reason or rationale for such decision.
 - 6.3. In case of separation of the employee the agency shall communicate in writing to the nodal officer of PD WS Nayagarh at least before 15 (fifteen) days.
 - a. The agency shall have to provide at least 3 CVs (suitable replacement of equivalent or better qualifications and experience) within a period of 7days.
 - b. Once the professional is selected, the same shall be communicated to the agency, and they have to mobilize the selected professional within a period of 15 days of such intimation. However, PD WS Nayagarh, at its own discretion, may also extend the Mobilization Period on a case-to-case basis.
 - 6.4. In case where PD WS Nayagarh desires for the replacement of any deployed professional due to non - performance or any other reason, the PD WS Nayagarh shall inform the same in writing to the agency
 - a. The agency shall have to provide at least 3 CVs (suitable replacement of equivalent or better qualifications and experience) within a period of 7days.
 - b. Once the professional is selected, the same shall be communicated to the agency, and they have to mobilize the selected professional within a period of 15 days of such intimation. However, PD WS Nayagarh, at its own discretion, may also extend the Mobilization Period on a case-to-case basis
 - 6.5. Upon the agency failing to deploy professional within the Mobilization Period, liquidated damage shall be imposed an amount equivalent @ 2 % of the value of the annual Monthly Remuneration of the concerned professional (excluding taxes) of delayed portion per month or part there of subject to a maximum of 10 % of the annual Monthly Remuneration of the concerned professional excluding Taxes. When the maximum limit of deduction is reached, DSC&WD at its discretion, may also terminate the contract, by issuing a notice 30 days prior to such termination.

7. Additional Terms &Conditions

7.1. Delivery of Service

- 7.1.1. The service provider for the delivery of services to PD WS Nayagarh shall comply with all legislations and rules of State and/or Central Government or other local authority notified from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety for professional employed for the works. The rules and other statutory obligations with regard to the minimum wages, EPF, ESI, welfare and safety measures, maintenance of registers etc.

shall be deemed to be part of the contract.

- 7.1.2. The Service Provider shall conduct background check of each and every professional that are deployed for the service in PD WS Nayagarh. Background check shall be however be limited to the verification of employment check, reference check, identity check (PAN No. AADHAR no. etc.) and educational qualification only.
- 7.1.3. All details, background checks, attendance sheets, reports, other documents prepared by the Agency for the PD WS Nayagarh under this Contract shall be come and remain the property of the PD WS Nayagarh, and the Agency shall, not later than upon termination or expiration of this Contract, deliver all such documents to PD WS Nayagarh, together with a detailed inventory thereof. The Agency may retain a copy of such documents, but shall not use anywhere, without taking permission, in writing, from PD WS Nayagarh and PD WS Nayagarh reserves right to grant or deny any such request.
- 7.1.4. The professional selected for deployment shall submit a notarized affidavit to PD WS Nayagarh through the agency as per format attached at Annexure 9
- 7.1.5. The service provider is required to obtain a Labor License from the appropriate authority for the persons so deployed by the bidder as provided under the prevailing contract labor (R&A) Act

7.2. Statutory Laws

- 7.2.1. All the prevailing statutory laws and Regulation / Acts and Rules etc. as applicable to this contract shall be complied by the service provider. In case of failure to do so, PD WS Nayagarh may at its discretion ensure compliance directly on its behalf and recover the expenses including penalties from the service provider and/or take such action as deemed fit at its risk and cost
- 7.2.2. In case the service provider fails to observe and perform and discharge its / his obligation under the applicable laws, PD WS Nayagarh shall recover from the service provider any cost or expenses that it may have incurred or suffered on account of failure of the service provider.
- 7.2.3. The service provider shall abide by the decision / recommendation /award of

the labour court/ industrial tribunal / wage board or commissions appointed by the appropriate authority and shall arrange implementation of the decision / recommendation /award from time to time and maintain such relevant records and registers as are required to be maintained under the applicable laws including such legislation/ award/ decision and produce them before the PD WS Nayagarh and other authorities as and when required under any applicable laws

7.2.4. The service provider shall be fully responsible for his workers with regard to terms of employment / non-employment and conditions of service. PD WS Nayagarh will not be held responsible in any manner whatsoever, in respect of the worker engaged by the service provider for carrying out the job in PD WS Nayagarh.

7.2.5. All the statutory liabilities and obligations should be taken into account while quoting of rate by the service provider and payment to its workers to be made accordingly.

7.2.6. There will be no relationship of Employer-Employee between the PD WS Nayagarh and man-power engaged by the service provider under the contract. It shall be the responsibility of service provider to regulate the terms of engagement of the manpower without any liability whatsoever to the PD WS Nayagarh.

7.2.7. In case a female employee of the Service Provider has been deployed in PD WS Nayagarh for a period entitling her to Maternity Leave under the relevant statutes, then demand of the Service Provider for reimbursement of statutory payment of remuneration for the period of maternity leave shall be accepted for payment. However, no Service/ Administrative & Management charges shall be payable to the Service Provider for such reimbursement of payment for maternity leave, sanctioned by them. In case PD WS Nayagarh desires a suitable replacement of such professional, the agency has to provide the same as per the terms and conditions as mentioned in this tender

7.3. Accommodation

7.3.1. No accommodation shall be provided.

7.4. Other terms and conditions

- 7.4.1. The service provider's personnel shall be used for providing work / services as specified by PD WS Nayagarh in this tender. In case the personnel of the service provider deployed at PD WS Nayagarh is found engaged in doing any work other than
the above or found not capable / useful, the service provider shall withdraw him / her from service and arrange for replacement within 7 days of time at their own cost. Misconduct by the manpower deployed by the service provider shall be replaced with suitable candidate
- 7.4.2. The service provider shall be responsible for any physical damage to equipment, property and third-party liabilities caused by acts on part of its deployed manpower at the premises of PD WS Nayagarh. All equipment shall be used only for
the purpose of carrying out legitimate business of PD WS Nayagarh and shall not be put in any other use
- 7.4.3. The manpower deployed by the service provider for the delivery of service shall maintain office decorum. They shall be courteous, polite and cooperative and able to help the personnel of PD WS Nayagarh and resolve their problems. The service
provider shall verify the character antecedents before providing CVs of professionals and deploying any person at PD WS Nayagarh premises. Personnel deployed by the Service Provider will have no criminal antecedents; same will be verified and certified by the service provider
- 7.4.4. PD WS Nayagarh reserves the right to deduct amount from the Performance Security
as may be considered reasonable for unsatisfactory services or delay in providing of services. The decision of Director, PD WS Nayagarh will be final in this
regard.
- 7.4.5. Medical or any other allowances to the professional deployed will not be borne by PD WS Nayagarh. It will be the responsibility of the service provider.
- 7.4.6. The service provider shall keep the present and permanent address with contact details, educational and technical qualification details, specimen signature, and two passport size photographs of the persons deployed in PD WS Nayagarh and furnish
the details / information to PD WS Nayagarh, as and when required.
- 7.4.7. The manpower deployed at State & District levels will be entitled to avail Gazette

holidays of the Government of Odisha.

7.4.8. Availing of any of the above leaves, without prior approval shall be treated as unauthorized and the payable remuneration will be appropriated accordingly.

8. Payment terms:

- 8.1. The Monthly Remuneration of professionals shall be fixed by PD WS Nayagarh.
- 8.2. The Monthly Remuneration as fixed shall be paid by the Service Provider through bank credit by 7th of the succeeding month.
- 8.3. The Service Provider shall deposit monthly EPF and ESI dues in respect of professionals deployed in PD WS Nayagarh with appropriate authority within stipulated period.
- 8.4. The Service Provider shall submit Tax invoice in original as per service order which shall be certified by the concerned nodal officer towards performance of the agency
- 8.5. Tax invoice chargeable to the PD WS Nayagarh containing the Monthly Remuneration as per the service order / LoA issued. The statutory dues (i.e EPF, ESI, bonus, etc deposited shall be reimbursed including its Service/ Administrative & Management charges of agency after every month of services rendered on submission of necessary documentary evidence
- 8.6. The Service Provider has to submit adequate documentary proof of payment of Monthly Remuneration through bank along with documentary proof of EPF, ESI deposit and other statutory payments, attendance data of the concerned professional which will be certified by concerned Module/stream in-charge of block, based on which invoice will be raised by the Service Provider failing which they may be processed by PD WS Nayagarh only in the next month. The payment will be made subsequently based on the invoice data.
- 8.7. The Service Provider will submit the invoice in duplicate to the Head Office, PD WS Nayagarh in every month along with the below mentioned documents duly stamped and signed by the authorized signatory of the Service Provider:
 - A) Submission of attendance records, counter- signed by PD WS Nayagarh 's designated officer, as a mark of acceptance / verification
 - B) Submission of invoices
 - a. To be stamped and signed by the authorized signatory of the service provider

- b. Pre-receipted and affixed with a revenue stamp

 - C) All invoices and documents (in hard copy) shall be certified and counter signed by PD WS Nayagarh 's designated module in-charge and / or nodal officer and also self- certified by the authorized officer of the service provider.
 - D) Bank statement as proof of payment of salary/remuneration to the professionals deployed at PD WS Nayagarh
 - E) Proof of payment statutory dues- EPF, ESI bonus, etc
 - F) Monthly return submitted to the RPFC & other statutory authorities relating to the preceding month.
 - G) Copy of GST return (presently GSTR-1 & GSTR-3B) for the month proceeding to the month of invoice duly certified by the agency failing that no GST shall be released.
- 8.8. Monthly payments (unit-wise) will be released at HO on the certification of concerned officer in-charges /Nodal Officer (as the case maybe) that the Service Provider has complied with all the statutory or obligatory or both provisions in respect of the professionals deployed by the Service Provider.
- 8.9. TDS under IT Act and any other Act as applicable & statutory deductions as per Govt. norm shall be deducted from the bills. All bills are to be submitted as per GST Act & Rules as applicable
- 8.10. The payments shall be made directly to the bank account of the agency / Service provider.

9. Price Revision

Service/Administrative&ManagementchargesaspercentageofMonthlyRemuneration of the professionals excluding GST: There shall be no revision in the percentage throughout the Contract Period.

10. Penalty / Liquidated Damages

10.1. Delay in Deployment of Professionals

- 10.1.1. If the Service Provider fails to deploy professional within the Mobilization Period as per Clause 4.2) of Special Conditions of Contract, unless such failure is due to force majeure situation or due to PD WS Nayagarh 's default, liquidated damage

shall

be imposed an amount equivalent @ 2 % of the value of the service order (excluding Taxes) of delayed portion per month or part thereof subject to maximum @ 10% of the total ordered value excluding Taxes.

10.2. In case of any loss / theft

- 10.2.1. In case of any loss / theft, concerned officer of PD WS Nayagarh will consider the circumstances leading to the loss/theft and submit a report to the concerned officer /Nodal Officer of PD WS Nayagarh and for fixing responsibility and if the responsibility is fixed upon the Service Provider, the Service Provider shall make good the loss within the period specified by PD WS Nayagarh or else deduction of the cost shall be made from the following month's invoice.
- 10.3. Violation of any of the terms and conditions of the contract shall lead to deduction from the total amount of invoice for the month. Such deductions, however, shall be limited to a maximum of 10% of the total amount of invoice for the month. When the maximum limit of deduction is reached, DSC&WD at its discretion may also terminate the contract, by issuing a notice 30 days prior to such termination.
- 10.4. Liquidated damages / Penalty shall be levied with applicable GST (As per sec 9 of CGST ACT). Invoice for such damages / penalty recovered shall be issued by DSC&WD.

Limitation of Liability

11. 11.1. The Liability of the Service Provider during the Contract period, in any case shall not be beyond the amount payable to the Service Provider under the provisions of this NIT.

12. Taxes & Duties

12.1. Indirect Taxes

- A) The Service provider agrees to and, hereby accepts full and exclusive liability for payment of any and all taxes, duties, charges and levies as per the Applicable Laws as applicable for the Scope of Supply in accordance with the provisions of this Service Order / Agreement. In case it is increased or decreased under any statute, rules, regulations, notifications, etc. of any Authority, the impact shall be to the account of PD WS Nayagarh subject to submission of documentary evidence to the satisfaction of PD WS Nayagarh.
- B) In case any fresh tax is imposed by any Authority under any Applicable Law during the Contract Period, the Service provider shall deposit the same to the appropriate Authority which shall be reimbursed by PD WS Nayagarh on actuals and upon submission of documents evidencing such payment.
- C) Obligations relating to Goods and Services Tax (GST)
- i) The service provider should have registration under GST Acts
 - ii) The service provider has to raise Invoice as required under section 31 of the GST Act and relevant Rules made there under.
 - iii) The Invoices should contain the following particulars as required under Rule 46 of CGST Rules;
 - a. Name, address and Goods and Services Tax Identification Number of the Supplier;
 - b. A consecutive serial number not exceeding sixteen characters, in one or multiple series, containing alphabets or numerals or special characters- hyphen or dash and slash symbolized as "-" and "/" respectively, and any combination thereof, unique for a financial year;
 - c. Date of its issue;
 - d. Name, address and Goods and Services Tax Identification Number or Unique Identity Number, if registered, of the recipient;
 - e. Harmonized System of Nomenclature code for goods or SAC code for services;

- f. Description of goods or services;
 - g. Quantity in case of goods and unit or Unique Quantity Code thereof;
 - h. Total value of supply of goods or services or both;
 - i. Taxable value of the supply of goods or services or both taking into account discount or abatement, if any;
 - j. Rate of tax (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - k. Amount of tax charged in respect of taxable goods or services (Central tax, State tax, integrated tax, Union territory tax or Cess);
 - l. Place of supply along with the name of the State, in the case of a supply in the course of Inter-State Trade or Commerce;
 - m. Address of delivery where the same is different from the place of supply;
 - n. Whether the tax is payable on reverse charge basis; and
 - o. Signature or digital signature of the supplier or his authorized representative.
- iv) The service provider should file the GST Returns as required in the GST Acts, and details of Invoice submitted to PD WS Nayagarh and GST amount charged thereon should reflect in Form GSTR-2A within a reasonable time, so as to make PD WS Nayagarh enable to take Input Tax Credit (ITC) of the GST amount paid against those Bills.
- v) If due to any reason attributable to the service provider, Input credit of the GST amount paid on Invoices raised by the service provider is not available to PD WS Nayagarh denied by the dept. then the same will be recovered from the payments of the service provider or the service provider has to deposit an equivalent amount.
- vi) The service provider has to comply with all the Provisions of GST Acts, Rules and Notifications issued there under.
- vii) The service provider will comply with the "Anti profiteering Measure" as required under Section 171 of the CGST Act.
- viii) The service provider hereby undertakes to indemnify PD WS Nayagarh, from any liabilities arising in future due to non-compliance by the service provider of the GST Acts, Rules and any other Acts currently in force and applicable to the service provider in relation to the job assigned to the service provider by PD WS Nayagarh.

12.2 Direct Taxes

TDS as applicable shall be deducted under Income Tax Act, 1961 and certificate of deduction shall be provided by PD WS Nayagarh to the Service provider in accordance

with the provisions of Income Tax Act, 1961.

13. Compliances to policies and standards adopted or to be adopted by PD WS Nayagarh

13.1. The service provider shall abide by and ensure compliance with the policies and standards adopted or to be adopted by PD WS Nayagarh:

Appendix – 1: Roles and responsibilities

Roles and Responsibilities of WDTs

The WDT shall guide WC in formulation of project action plan and its execution. An indicative list of the roles and responsibilities of WDT would include, among others, the following:

- To assist GP/GS in constitution and functioning of WC
- To organizing and nurture village level institutions and FPOs in developing & implementing their business plans and services. WDT shall ensure institutionalizing governance mechanisms.
- To mobilize women to ensure adequate reflection of perspectives and interests of women in the watershed action plan.
- To conduct participatory base-line surveys, training and capacity building activities.
- To prepare detailed PWDP for each watershed for consideration and approval of the Gram Sabha. Such plans constitute detailed actions related to focal areas like regeneration of biomass and water resources in private and common lands, equitable sharing of regenerated resources, reducing risks due to climate variability, water management value addition to enhance farmers' income and to promote sustainable livelihoods at household level. WDT shall ensure that the action plan has laid due emphasis on biological activities as a sustainable route to implementation and success of projects.
- To undertaking engineering surveys, prepare engineering drawings and cost estimates for structure(s) to be built, maintain of Measurement Book (MB) etc.
- To monitor, assess and undertake physical verification & measurements of the work done.
- To facilitate development of livelihood opportunities for the landless people.
- To maintain project accounts.
- To arrange physical, financial and social audits of the work undertaken.
- To setup suitable arrangements for post-project operation, maintenance and future upgradation of assets created during the project period.
- To place the statement of progress of various works/activities before the WC in its monthly meetings.
- To ensure the use of available of digital maps at Bhuvan, GIS and web platforms enable smooth integration of field data with maps/spatial data and also use of Land Resource Inventory (LRI) data wherever available while preparing the Detailed Participatory Watershed Development Plan DPWDP/ Detailed Project Report (DPR).
- To geo-tag of assets (like water harvesting Structures and block plantations) created under programme and maintain physical records and action plans /DPRs for better understanding of programme by the Community.

Roles and Responsibilities of Office Assistant and MGNREGS Assistants

- To keep records, documents of the office of the PIA for respective scheme
- To perform day to day activities and report returns of the of PIA for respective schemes.
- To carry out additional related works as assigned by PIA

Appendix - 2: Format for Submission of Curriculum Vitae (CV)

*Color passport
size
photograph of
the
professional*

<Name of the expert/ professional █

Summary:			
<Summary of the experience, qualifications and other credentials of the expert/ professional █			
1. Proposed Position:			
2. Name of Firm:			
3. Name of Expert:			
4. Date of Birth:		Citizenship	
		:	
5. Education:			
College/ University Attended	Degree/ Certificate	Date Obtained	
1.Membership of Professional Associations:			
7. Other Training:			
8. Languages:			
9. Employment Record:			
From (Year)	To (Year)	Employer	Positions held

10. List all task to be performed under this project and corresponding experience of the expert/ professional:

Task Assigned	Experience
----------------------	-------------------

11. Certification:

I, the undersigned, certify to the best of my knowledge and belief that:

This CV correctly describes my qualifications and my experience..

I am willing to work on the project and I will be available for entire duration of the project assignment and I will not engage myself in any other assignment during the currency of this assignment on the project

I, the undersigned, certify that to the best of my knowledge and belief, this curriculum vitae correctly describes me my qualification and my experience I am committed to undertake the assignment within the validity of Proposal.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

- I.
- II.

Date:

- IV. **To be signed by both the professional/ expert as well the authorized signatory of the Bidder**
- V.

Annexure 2A: Proforma of the Agreement to be Signed between PD WS Nayagarh and the Agency

Ref: [•]

This Agreement (hereinafter called the "Agreement") is made on this [•] day of the month of [month], [year].

BETWEEN

Project Director Watersheds, Nayagarh Government of Odisha and having its head office at Krushi Bhawan, Bhubaneswar-751001 (herein after referred to as "DSC&WD", which expression shall, unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the first part.

AND

M/s. [•], a company incorporated under the provisions of the Companies Act, 1956 / 2013 and having its registered office at [•] (herein after referred to as the "service provider" which expression shall unless repugnant to or inconsistent with the context, mean and include its successors and assigns) of the other part.

WHEREAS

- i) the service provider, in the ordinary course of its business, is engaged in providing [•] services to its clients, and have represented to PD WS Nayagarh through their bid(s), against NIT No. [•] dated [•] (hereinafter called the "Tender") for the Engagement of agency to provide professional manpower at various locations of PD WS Nayagarh (through e-tendering);
- ii) on the basis of the said Tender, DSC&WD has adjudged the service provider as the service provider and issued Initial Letter of Award (LoA) No. [•] dated [•] for the same;
- iii) the service provider has agreed through their letter of acknowledgement vide letter No. [•] dated [•] to perform and undertake the scope of work as described in the Tender;
- iv) the service provider is being selected to provide the required services for a period of years on the terms and conditions set forth in this contract; NOW THEREFORE THE PARTIES hereby agree as follows:

1. The mutual rights and obligations of the service provider and PD WS Nayagarh shall be set forth in this contract, in particular:

- (a) The service provider shall provide out the services in accordance with the provisions of this contract; and PD WS Nayagarh shall make payments to the service provider in accordance with the provisions of this contract.

Conditions of Contract

- a. Contract Period: The Contract Period for the Service Provider shall be one year. The tenure will be renewed every year up to 2 (Two) years based on performance or up to the end of the project period as applicable.
- b. Payment Terms: <include details related to the final quoted /negotiated prices>
- c. The Agreement shall be governed by the laws of India and the courts of Bhubaneswar shall have exclusive jurisdiction over all disputes arising under, pursuant to and/or in connection with this Agreement
- d. This Agreement has been executed in English, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Agreement
- e. All the terms and conditions as per the NIT No.[*]dated[*](including the General Conditions of Contract and Special Conditions of Contract) shall be applicable for this Agreement

IN WITNESS WHERE OF, the parties hereto have caused this contract to be executed by their respective authorized representatives on the day and year first before written.

For and on behalf of PD WS Nayagarh
(Authorized Representative)
Name:
Designation:

Office of Project Director WS Nayagarh
Rama Sahu Lane, Nayagarh 752069

For and on behalf of M/s.
(Authorized Signatory)

Name:
Designation:
Name of the service provider:
Address:

In presence of the following witnesses

Name:
Designation:
Office of Project Director WS Nayagarh
Rama Sahu Lane, Nayagarh 752069

Name:
Designation:
Name of the service provider:
Address:

Annexure 3: Format for Power of Attorney

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Known all men by these presents, we..... (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorize Mr./ Ms. (name),son/daughter/wife of an

d Presently residing at ,who is presently employed with us and holding the position of , as our true and lawful attorney (hereinafter referred to as the "Attorney") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our tender against the NIT no. **1487/SC Dt. 11.07.2024** published by the Project Director Watersheds Nayagarh for the "Engagement of agency to provide professional manpower at various locations of PD WS Nayagarh", including but not limited to signing and submission of all applications, bids and other documents and writings,

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHERE OF WE, ,THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS.....DAY OF 20[-].

For

Witnesses

..... 1.
(Signature, name, designation and address)

Accepted

(Signature)
(Name, Title and Address of the Attorney)

Annexure 4: Price Bid Format

Name of Work: Engagement of agency to provide professional manpower at various locations of DSC&WD						
Contract No:						
Name of the Bidder/ Bidding Firm / Company:						
PRICE SCHEDULE (This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)						
NUMBER #	TEXT #	NUMBE R #	TEXT #	NUMBE R	NUMBE R #	NUMBE R #
Sl. No.	Item Description	Quantity	Units	Enter SAC Code to be entered by the Bidder	Rate in % to be entered by the Bidder *	TOTAL %
1	2	3	4	5	6	7
1	Description					
1.01	Service/ Administrative & Management charge as % of monthly remuneration of professionals excluding GST to be deployed by the Agency					
Total in Figures						

Note:

[^] Ref: OM No. Fin-COD-RULE-0001-2018/ 19595/ F date 11.07.2023

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

- I) In case of disagreement between price in figure and word, price in words will prevail over price in figure.
- II) Service/ Administrative & Management charge quoted by the Bidder shall cover profit, insurance, Medical expenses, admin expenses, contingency, interest cost (if any), and any other cost that the Bidder envisages except for there imbursements that DSC&WD shall provide as clearly mentioned in the tender document.

Signature of the Bidder with seal

Annexure 5: Declaration by the Bidder

(to be executed on INR 100 non judicial stamp paper and to be duly notarized)

Date: _____

Sub: Tender No. _____

In response to the Tender Document above stated, I / We here by declare and solemnly swear that our Company/ firm _____ is not banned/blacklisted as on date by any competent court of Law, forum or any State Government or Central Government or their agencies or by any statutory entities or any PSUs.

AND, if at any stage the declaration/statement on oath is found to be false in part or otherwise, then without prejudice to any other action that may be taken, I/We, hereby agree to be treated as a disqualified Bidder for the ongoing Contract.

In addition to the disqualification our concern/entity may be banned / blacklisted.

AND, that I/We, shall have no right whatsoever, to claim for consideration of my/our bid at any stage and the tender, if any to the extent accepted may be cancelled.

Signature of the Deponent

(Authorized signatory of the Bidder with Seal)

Date:

Place:

Annexure 6: Check-list for the Techno-Commercial Bid

(to be enclosed with the Techno-Commercial Bid)

1. Name of the Bidder, Postal address & Registered Office:
2. Type of organization:
3. Contact name & designation of the Authorized Signatory of the Bidder & contact number:
4. Official email, phone, fax:
5. Official website:

Sl. No.	Qualification Requirement	Complied	Documents
1	Bidder's Experience - Documents in support of meeting Technical Criteria and Financial Criteria(Refer Clause 7 and Clause 8.16.1)		
2	Incorporation related documents (Refer Clause7.3.1 and 8.15.1)		
3	Tax related documents (Refer Clause 7.3.2 and Clause 8.16.1)		
4	Declaration by the Bidder - Annexure 5		
5	Proof of payment of Tender Processing Fee		
6	Power of Attorney - Annexure 3		
7	Signed copy of check list with seal - Annexure 6		
8	Bank details - Annexure 7		
9	Other Documents towards fulfillment of Eligibility Criteria as per Chapter 7		
10	Documents towards fulfillment of Technical Scoring criteria as per Clause 8.20.6		

Date

Signature of the Authorized Signatory of the Bidder with Seal

Annexure 7: Mandate Form - on the letterhead of the Bidder

To
 Project Director
 O/o PD Watershed, Nayagarh
 (Rama Sahu Lane, Old Hostel Road).
 Nayagarh - 752069

Sub: Mandate for payment through electronic mode i.e. EFT / NEFT / RTGS

Dear Sir,

We are hereby giving our consent to get all our payments due from Project Director Watersheds Nayagarh. through electronic mode i.e. EFT/NEFT/RTGS. We also agree to bear all the bank charges payable in this regard.

(Please furnish the information in capital letter)

1. Name of the Bidder
2. Address of the Bidder

PIN Code			
IT PAN			
e-mail Id		Mobile No	
Phone		FAX No	

3. BankParticulars

Bank Name					
Branch Name					
Branch Place					
Account No.					
Account Type	Saving/Current/Cash Credit		Branch State		
RTGS Enable	Yes/No	NEFT Enabled	Yes/No	Core-Bank Enabled *	Yes/No
Branch Code		MICR Code		IFSC Code	

In case of Bidders having Bank account in Andhra Bank

4. Effective Date

We hereby declare that the particulars furnished are correct & complete. If any transaction is delayed or not effected for incomplete / incorrect information / any other technical reasons, we will not hold the PD WS Nayagarh responsible.

Date

Signature of the Authorized Signatory of the Bidder with Seal

Certified that the Bank particulars furnished are correct as per our record.

Date:

Signature of the Bank withseal

Annexure 8: Format for Performance Security

BG should be obtained from Nationalized/ Scheduled Bank and should be operable and invokable at its Branch in Bhubaneswar

(To be executed on INR 100/- non-judicial stamp paper)

B.G. No.

Dated:

WHEREAS:

- (A) ("AGENCY") and the PD WS Nayagarh, 752069 ("PD WS Nayagarh") has issued a Letter of Award (LoA) dated (the "LoA") whereby PD WS Nayagarh has agreed to engage the Agency for
- (the "agreement").
- (B) The LOA requires the AGENCY to furnish Performance Security to PD WS Nayagarh of a sum of INR _____ /- (the "Guarantee Amount") as security for due and faithful performance of its obligations, under and in accordance with the AGREEMENT, for a period of _____ (the "Guarantee Period").
- (C) We, through our branch at (Nayagarh) (the "Bank") have agreed to furnish this bank guarantee ("Bank Guarantee") as Performance Security. NOW, THEREFORE, the Bank hereby, unconditionally and irrevocably, guarantees and affirms as follows:
1. The Bank hereby, unconditionally and irrevocably, guarantees and undertakes to pay to PD WS Nayagarh upon occurrence of any failure or default in due and faithful performance of all or any of the AGENCY's obligations, under and in accordance with the provisions of the agreement, on its mere first written demand, and without any demur, reservation, recourse, contest or protest, and without any reference to the Agency, such sum or sums up to an aggregate sum of the Guarantee Amount as PD WS Nayagarh shall claim, without PD WS Nayagarh being required to prove or to show grounds or reasons for its demand and/ or for the sum specified therein.
 2. A letter from PD WS Nayagarh that the AGENCY has committed default in the due and faithful performance of all or any of its obligations under and in accordance with the agreement shall be conclusive, final and binding on the Bank. The Bank further agrees that PD WS Nayagarh shall be the sole judge as to whether the AGENCY is in default in due and faithful performance of its obligations under the agreement and its decision that the Agency is in default shall be final, and binding on the Bank, notwithstanding any difference between PD WS Nayagarh and the Agency, or any dispute between them pending before any court, tribunal, arbitrator or any other judicial or quasi-judicial body or by the discharge of the Agency for any reason what so ever.
 3. In order to give effect to this Bank Guarantee, PD WS Nayagarh shall be entitled to act as if the Bank were the principal debtor and any change in the constitution of the Agency and/ or the Bank, whether by their absorption with any other body or corporation or otherwise, shall not in any way or manner affect the liability or obligation of the Bank under this Bank Guarantee.
 4. It shall not be necessary, and the Bank hereby waives any necessity, for PD WS Nayagarh to proceed against the Agency before presenting to the Bank its demand under this Bank Guarantee.

5. PD WS Nayagarh shall have the liberty, without affecting in any manner the liability of the Bank under this Bank Guarantee, to vary at any time, the terms and conditions of the agreement or to extend the time or period for the compliance with, fulfilment and / or performance of all or any of the obligations of the AGENCY contained in the agreement or to postpone for anytime, and from time to time, any of the rights and powers exercisable by PD WS Nayagarh against the AGENCY, and either to enforce or forbear from enforcing any of the terms and conditions contained in the agreement and/ or the securities available to PD WS Nayagarh, and the Bank shall not be released from its liability and obligation under this Bank Guarantee by any exercise by PD WS Nayagarh of the liberty with reference to the matters aforesaid or by reason of time being given to the AGENCY or any other forbearance, indulgence, act or omission on the part of PD WS Nayagarh or of any other matter or thing whatsoever which under any law relating to sureties and guarantors would, but for this provision, have the effect of releasing the Bank from its liability and obligation under this Bank Guarantee and the Bank hereby waives all of its rights under any such law.
6. This Bank Guarantee is in addition to, and not in substitution of, any other guarantee or security now or which may hereafter be held by PD WS Nayagarh in respect of, or relating to, the agreement or for the fulfillment, compliance and/ or performance of all or any of the obligations of the Agency under the agreement.
7. Notwithstanding anything contained hereinbefore, the liability of the Bank under this Bank Guarantee is restricted to the Guarantee Amount and this Bank Guarantee will remain inforce until the expiry of the Guarantee Period, and unless a demand or claim in writing is made by PD WS Nayagarh on the Bank under this Bank Guarantee no later than twelve(12) months from the date of expiry of the Guarantee Period, all rights of PD WS Nayagarh under this Bank Guarantee shall be forfeited and the Bank shall be relieved from its liabilities here under.
8. The Bank undertakes not to revoke this Bank Guarantee during its validity, except with the previous express consent of PD WS Nayagarh in writing, and declares and warrants that it has the power to issue this Bank Guarantee and the undersigned has full powers to do so on behalf of the Bank.
9. Any notice by way of request, demand or otherwise hereunder may be sent by hand/messenger or by post addressed to the Bank at its above referred branch, which shall be deemed to have been duly authorized to receive such notice and to effect payment there of forth with, and if sent by post it shall be deemed to have been given at the time when it ought to have been delivered in due course of post and in proving such notice, when given by post, it shall be sufficient to prove that the envelope containing the notice was posted and a certificate signed by an officer of PD WS Nayagarh that the envelope was so posted shall be conclusive.
10. This Bank Guarantee shall come into force with immediate effect and shall remain in force and effect until the expiry of the Guarantee Period (including the claim period) or until it is released earlier by PD WS Nayagarh pursuant to the provisions of the agreement.
11. Capitalized terms used herein, unless defined herein, shall have the meaning assigned to them in the agreement.
12. Notwithstanding anything contained herein:
 - i) Our liability under this Bank Guarantee shall not exceed INR
 - ii) The Bank Guarantee shall be valid up to ("Expiry Date including claim period" of the Bank Guarantee).
 - iii) We are liable to pay the guaranteed amount or any part thereof under this Bank

Guarantee only and if you serve upon us a written claim or demand made in the manner prescribed in this Bank Guarantee on or before..... (Claim Period of the Bank

Guarantee) at our Branch at _____Nayagarh.

iv) After claim period all your rights under this Bank Guarantee will be forfeited and we shall be relieved and discharged from all liabilities thereunder, irrespective of whether the original has been returned to us or not.

13. The Bank Guarantee is issued in paper form and Advice transmitted through SFMS with required details to the beneficiary's advising bank)

Signed and Delivered by _____ Bank By the hand of Mr./Ms. _____, its _____ and authorized official.

(Signature of the Authorized Signatory) (Official Seal)

NOTE:(i) The Bank Guarantee should contain the name, designation and code number of the officer(s) signing the Bank Guarantee.

(ii) The address, telephone number and other details of the head office of the Bank as well as of issuing branch should be mentioned on the covering letter of issuing Branch.

For _____ [Indicate name of Bank]

Signature

Full Name

Designation

Power of Attorney No

Date

Seal of the Bank

WITNESS: (SIGNATURE WITH NAME AND ADDRESS) (1)

Signature

Full Name

(2)

Signature

Full Name