



# OFFICE OF THE DIVISIONAL FOREST OFFICER, PURI WILDLIFE DIVISION, CHAKRATIRTHA ROAD, PURI – 752002 E-Mail:- dfo.puriwl@odisha.gov.in Telephone -06752-228281.

Memo No. 4898 / (ACCOUNT)- /24 Dated, Puri, 2279 & August, 2024.

To

The Deputy Secretary, Advertisement

Information and Public Relations Department,

Bhubaneswar.

Sub:

Publication of Advertisement for Tender Notice for Selection of Service Provider for engagement of unskilled and skilled Manpower in respect of Puri

Wildlife Division during 2024-25.

Sir,

Enclosed, please find herewith the copy of Advertisement for Tender Notice of Selection of Service Provider for engagement of Manpower in respect of Puri Wildlife Division during F.Y. 2024-25. It is requested to kindly make necessary arrangement for publication of the same at least in two leading Odia Daily Newspapers as early as possible.

An early action in this matter is requested.

Yours faithfully,

Encl: As above.-

Divisional Forest Officer, Puri Wildlife Division, Puri

Memo No. 4899 /Dt. 22.08.24

Copy along with its enclosures forwarded to the Conservator of Forests (IT & GIS), O/O the Principal Chief Conservator of Forests, Odisha, Bhubaneswar for favour of kind information and necessary action. He is requested to upload the above Tender Notice in the Website of P.C.C.F, Odisha i.e. <a href="https://www.odishaforest.in">www.odishaforest.in</a>.

Divisional Forest Officer, Puri Wildlife Division, Puri

Memo No. 4900 /Dt. 22.08.24

Copy along with its enclosures forwarded to the Regional Chief Conservator of Forests, Bhubaneswar Circle for favor of kind information and necessary action.

Divisional Forest Officer, Puri Wildlife Division, Puri

Memo No. 4901 /Dt.  $22 \cdot 08 \cdot 24$ . Copy along with its enclosures forwarded to the District Information Officer, Puri District, NIC Unit for information and necessary action. He is requested to upload the Tender Notice in District Portal Website <a href="https://puri.odisha.gov.in">https://puri.odisha.gov.in</a> ( いに りじ)

Divisional Forest Officer, Puri Wildlife Division, Puri

Memo No. 4902 /Dt. 22.08.24.

Copy along with its enclosures forwarded to all Divisional Forest Officers, (T&NT), Odisha for information and necessary action. It is requested to display the above said Tender Notice in their Office Notice Board.

Divisional Forest Officer, Puri Wildlife Division, Puri

Memo No. 4903 /Dt. 22.08.24. Copy along with its enclosures forwarded to the Collector & Dist. Magistrate, Puri, for favor of kind information and necessary action. It is requested to display the above said Tender Notice in the Office Notice Board.

Divisional Forest Officer, Puri Wildlife Division, Puri

Puri Wildlife Division, Puri Memo No. 4904 /Dt. 22.08.24.

Copy along with its enclosures forwarded to all Range Officers In-Charges of Puri Wildlife Division for information and necessary action. They are instructed to display the above said Tender Notice in their Office Notice Board.

> Divisional Forest Officer, Puri Wildlife Division, Puri



# OFFICE OF THE DIVISIONAL FOREST OFFICER, PURI WILDLIFE DIVISION, CHAKRATIRTHA ROAD, PURI – 752002

E-Mail: dfo.puriwl@odisha.gov.in Telephone -06752-228281.

Letter No. 4905 Dated 22,08,24

# Tender Notice for Selection of a Service Provider Firm for engagement of Manpower in Puri Wildlife Division.

DATE OF AVAILABLE OF TENDER PAPER/

DOCUMENTS IN WEB SITE

28.08.2024 By 10.00 AM

LAST DATE FOR SUBMISSION OF TENDER PAPER/ DOCUMENT

21.09.2024 By 05.00 PM

PLACE OF SUBMISSION OF BID

O/o Divisional Forest Officer, Puri Wildlife Division, Chakratirtha

Road, Puri, Pin-752002

OPENING OF TENDER PAPER/ DOCUMENT IN PRESENCE OF SERVICE

**PROVIDER** 

24.09.2024, 11:00 AM,

O/o DFO Puri WI Division, Puri

OPENING OF FINANCIAL BID

24.09.2024.05:00 PM

O/o DFO Puri WI Division, Puri

Tenders/Bids are invited from registered Service Provider Firm for engagement of Manpower in Puri Wildlife Division in various schemes during the financial year 2024-25.

The eligibility criteria and detailed specifications are available in the tender document. The tender document and other details are available in the website odishaforest.in/puri.odisha.gov.in.

Divisional Forest Officer Puri Wildlife Division, Puri



# **CONTENTS OF TENDER PAPER/DOCUMENT**

SI. No.	Description of contents	Page Number
1.	Letter of Authorization for Attending Bid Opening	2
2.	Apendix-1 Tender Document & General Instruction	3-7
3.	Appendix-B	8
4.	Appendix-C Technical requirement for Tendering Service Provider	9-13
5.	Tender Application - Technical Bid (Appendix-D)	14-15
6.	Bidder's Covering Letter. Technical Bid	16
7.	Form-T1	17-18
8.	Form-T2	19
9.	Form-T3	20
10.	Bid Submission Check Lists	21
11	Self-Declaration	22
12	Annexure-E Financial Bid	23
13	Annexure-I Schedule of Contract	24
14	Annexure-II Terms & Conditions	25-29

# LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING

Tender No: _	
То,	The Divisional Forest Officer, Puri Wildlife Division At- Chakratirtha Road, Dist- Puri, ODISHA
Subject:	(Authorization for attending bid opening on
Dear Sir,	
	Following person is hereby authorized to attend the bid opening for the tender mentioned
above on beh	alf of(Bidder) in order of preference given below.
Order of Prei	erence Specimen Signature Name of Authorized Persor
1.	
	Signature of Bidder On His authorized Representative

# Note:

- 1. Only one representative shall be allowed.
- 2. Permission for entry to the hall, where bids will be opened, will be refused in case authorization as prescribed above is not produced.

# TENDER DOCUMENT OF A MANPOWER SERVICE PROVIDER FOR PROVIDING THE SERVICES TO PURI WILDLIFE DIVISION, PURI

#### SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

- For engagement of Para Forest Staff, Forest Protection Squad, Anti depredation squad, WL Protection Squad, Afforestation Monitor for protection, monitoring duty and office work in this Forest Division under CAMPA-APO GENERAL, CAMPA- APO Wild Life, Programme Expenditure and ECRICC or to provide data entry services for the Puri Wildlife Division.
- 2. Accordingly, Puri Wildlife Division, Puri under Forest, Environment and climate change department, Govt. of Odisha requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Para Forest Staff, Wildlife Protection Squad, Anti Depredation squad, Elephant squad, Rapid Action Squad, Blackbuck Squad, Afforestation Monitor, Field Assistant on contract basis for day to day official work of the Division / Range and Field work in forest areas of the Division / Range under the CAMPA-APO GENERAL, CAMPA- APO Wild Life, Programme Expenditure and ECRICC project and any other schemes if implemented.
  - 3. The period of engagement of the Service Provider and the services of Personnel will be as per funds provided by State CAMPA or any other State or Central Govt. Scheme, General subject to maximum for one year from the date of the contract or end of CAMPA APO (2024-25) period whichever is earlier & which may be extendable up to three years maximum by mutual consent subject to the satisfactory performance of the Service Provider and based on the decision or notification by Govt. of Odisha/relevant circular of PCCF, Odisha, CAMPA (Cell) etc.
  - 4. The contract for providing the aforesaid manpower is valid till 30.09.2025 which may be extended upto 03 years maximum subject to satisfactory performance of the service provider.
  - 5. The Squad/ Afforestation Monitor can be deployed in any of the 5 Forest Ranges of this Division i.e. Balukhanda, Brahmagiri, Konark, Gop, Astaranga and Division Office at Puri as per the discretion of the Divisional Forest Officer, Puri Wildlife Division. Tentatively, total 138 Number of Man Power in different positions is required for Puri Wildlife Division.
  - N.B: The total number of man power may change subject to availability of funds under various schemes.
  - 5. <u>Two- Bid system:</u> The bid has been invited under two bid systems i.e., Technical Bid and Financial Bid. The bidders are advised to submit two separate envelopes super scribing "Technical Bid" (name of the service) and "Financial Bid" (name of the service). Both sealed envelopes must be kept in a third sealed envelope super-scribing "Bid Document- (name of the service)
  - 6. The tenderer shall deposit Rs. 1000/- (Rupees One Thousand) only in form of demand draft (non-refundable) in favour of Divisional Forest Officer, Puri Wildlife Division, Puri payable at Puri towards cost of tender paper. EMD of Rs. 1,50,000/- (Rupees One Lakh Fifty Thousand) only as per the advised mode in the tender document.

- 7. The successful tenderer shall provide a **performance security of 5% of the total cost** of the contract in shape of a Performance Bank Guarantee or in shape of TDR of equivalent value pledged to the **Divisional Forest Officer, Puri Wildlife Division, Puri.**
- 8. The Performance security will be submitted by the successful tenderer within a fortnight of receipt of work order.
- 9. The tendering Service Providers are required to furnish the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
- a. Covering letter along with power of attorney on the bidder's letter head.
- b. Demand Draft in support of Bid processing fee as applicable.
- c. Demand Draft in support of EMD as applicable.
- d. Copy of the GSTIN Registration certificate of the Service Provider issued by the competent authority:
- e. Copy of PAN/GIR card;
- f. Copy of Registration Certificate of Company/Firm.
- g. Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant. (2021-22, 2022-23 and 2023-24)
- h. Copy of the Audited Balance Sheet and P & L Account for the last three consecutive years certified by the Chartered Accountant. (2021-22, 2022-23 and 2023-24).
- i. Certified extracts of the Bank Account containing transactions during last three years.
- j. Copies of EPF and ESI certificates, copy of deposit details made in EPF & ESI for 2023-24 as per the work order of 2022-23.
- k. Copy of the Labour License/Registration under the Contract Labour (Regulation & Control)
   Act,1970.
- Average Annual turnover during the preceding 3 (three) years i.e. 2021-22, 2022-23 & 2023-24 (Provisional) should be at least Rs.5,00, 00,000/-. (Five Crore)
- m. Copy of Experience certificate or Work order of providing manpower services to any Government Department/Govt. undertaking /PSUs organisation in a single contract with involving of minimum 75 manpower engaged each year during last three years.
- n. Copy of the terms and conditions at pages 28 to 33 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.
- o. Undertaking regarding non-pending of any Judicial Proceeding (on bidder's letter head)
- p. PSARA License of Govt. of Odisha should be attached.

# Note: - Submission of any forged document will attract legal action including the rejection of Tender or cancellation of contract at the risk and the cost of the agency, if awarded.

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

The technical Bid will be opened on 24.09.2024 at 11.00 AM in presence of the authorized representatives of the bidder who wish to be present on the spot at that time. Financial bid of the technically qualified bidders shall be opened on 24.09.2024 at 05.00 PM in presence of the authorized representatives.

The EMD shall be forfeited if the successful bidder fails to undertake the work or fails to comply with any of the terms and conditions of the bid.

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

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

The bidder shall be evaluated on QCBS (Quality and Cost based Selection) as (60:40)

Technical Evaluation Criteria (100Marks, Minimum qualifying criteria 60Marks)

Parameter	Max.	Marks
Organization Strength		50
Turnover (Upto5Cr. Rs.: 5marks,5.0-7.5Cr. Rs.:10marks,>10Cr. Rs.:15 marks)	15	
Net worth (1.0-2.5Cr. Rs.:5marks,2.5-5.0 Cr.Rs.:7marks,>5.0Cr. Rs.:10 marks)	10	
Employee base on outsourcing basis with valid license from Labour & ESI department (100-250Employees:15marks,250-500employees:20marks, >500employees:25marks,	25	
Organization Experience, Statutory Compliance & Quality Certification		50
Office functioning in Odisha for 1-2 years: 5marks, >2-3 years:7marks, >3 years:10 marks)	10	
Awarded Govt./PSU labour contracts worth Rs.20 lakh and above 5-10:5marks, >10-15: 7marks, >15:10marks)	10	
Statutory Compliances of EPFO/ESIC and payment confirmation slips certificate:	15	
Submitted for > 100 and Up to 250 employees: 5marks,		
>250 and Up to 500 employees: 10marks		
>500 employees: 15marks		
Obtained ISO 22000: 2018 Certification-5marks	15	
Obtained ISO 14001:2015 Certification-5marks		
Obtained ISO SA 8000 :2014 Certification-5marks		
Total		100

The bidder having minimum 60 marks the technical criteria would be considered for further evaluation on OCBS (Quality & Cost based selection).

QCBS evaluation will be as 60:40 where 60% weightage shall be to technical score and 40% weightage shall be to the financial score.

Technical score of individual bidder shall be evaluated as (TS)=Score in Technical evaluation criteria\*0.60.

Financial score of Individual bidder shall be as (FS): [L1(Lowest Quote)/Bidder Quote] \*0.40

QCBS score of each of the bidder will be evaluated as QCBS= "TS+FS"

Bidder with the Highest Score in the QCBS shall be declared as H1 and will be the best qualified bidder for the award of contract.

The contract for providing the aforesaid manpower is **for a period of one year** from the date of effectiveness of the contract i.e. the date of deployment of the required manpower or with the date of closer of any scheme or till **30.09.2025**, whichever is earlier. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.

# 11. E-mail / Fax bids will be summarily rejected. Late submission bid shall be out rightly rejected.

- 12. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.
- 13. The Technical bids would first be taken into consideration by a committee. The Technical bids shall be opened on the scheduled date and time in the presence of the bidder or his authorized representatives, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.
- 14. The Financial Bid of only those tenderers will be opened whose technical bids are found to be in order. The Financial bids will also be opened in the presence of the bidder or authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time.
- 15. The competent authority of the Forest Department reserves the right to annul all bids without assigning any reason.
- **16.** The registered office or one of the branch offices of the Service Provider should be located within the state of Odisha & Puri. In case there is no branch office at Odisha & Puri, the successful bidder will have to open branch office within one months of the signing the agreement.
- 17. The Service Provider will be responsible for any casualty or accident by wildlife, forest fire, any forestry operation in any other manner etc of his Manpower or Agents and liable to pay due compensation as decided by the competent authority.
- 18. Any type of accident or snake bite /insect bite /Elephant injury/other wildlife injury/Forest fire to the manpower of service provider shall himself be responsible. Authority does not take any responsibility whatsoever in this matter.
- 19. Manpower to be engaged should have good moral character and antecedents. As such anybody employed for the job should have a satisfactory PVR. The Service Provider will submit PVR and Bio data of all his workmen to be engaged in the given Division. In case of any kind of wrong doing by his man power, Service Provider will be responsible for the same.

- **20.** Statutory charges like **EPF/ESI** will be reimbursed to the contractor at the prevailing rate on producing proof of payment of the same.
- 21. The Service Provider shall provide the services of various squads personnel Categories in numbers and at places as narrated in the Schedule of Contract as mentioned in Annexure-I (Table –I).
- 22. The monthly remuneration of the different categories of personnel shall be paid by the service provider after deducting statutory obligation towards employee's contribution and service charges as mentioned in Table- II.
- 23. The Service Provider shall pay the remuneration to the persons engaged after deducting statutory obligation towards employee's contribution and service charges by 1st of each succeeding month and accordingly the bills shall be sent to 0/o. the Divisional Forest Officer, Puri Wildlife Division by 5th of each succeeding month against the payment made to the persons for release of funds. No advance funds shall be released to Service Provider.
- 24. All documents required to be submitted shall be self-attested.

#### APPENDIX-B

#### TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfil the following technical specifications

- 1. The Bidder may be a proprietary firm, partnership firm, limited Company, Corporate Body legally constituted.
- 2. The Service Provider should have at least three years' experience in providing Manpower Services to Government Departments/Govt. under takings/ Public Sector undertakings/Banks etc. The Service Provider should have executed a minimum of three such Manpower deployed contracts in Odisha during the preceding three years' period.
- 3. The Service Provider must have a minimum average annual turnover of **Rs. 5.00 Crore per** annum for the last three consecutive years as per the audited statement of accounts.
- 4. There should be no civil/criminal case pending with the authority/ Police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment as on affidavit in this regard.
- 5. The Service Provider should be duly registered with the Service Tax Authorities (GST) and having valid Labour License under contract labour (Regulation & Contract) Act'1970.
- 6. The Service Provider should be registered with the appropriate authorities under employee provident fund & Employee State Insurance Acts.
- 7. The Service Provider should have its own balance account.
- 8. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department/Office within one month of the signing the agreement or elsethe manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).

# APPENDIX-C

# TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN PURI WILDLIFE DIVISION UNDER DIFFERENT SCHEMES

# A. PARA FOREST STAFF, WILDLIFE PROTECTION SQUAD, ANTI DEPREDATION SQUAD, IDWH SQUAD, CONTROL ROOM ATTENDANT, DEO IN ALL RANGES, ECRICC

- ✓ Skill & Attributes: Physically, mentally sound and rural/urban unemployed youth person able to carry out arduous physical activities should be selected.
- ✓ The age should be in between 18 years to 45 years with sound health & standard eye sight.

# ✓ Job Description

- ✓ Patrolling in forest & collection of information on smuggling of forest produce, wild life trophy & movement of offenders/poachers.
- ✓ Assisting forest staffs in apprehending smugglers, poachers & in forest protection activity.
- ✓ Control of forest fire.
- ✓ Any other duty assigned by Authorized Officer / DFO.

# B. <u>AFFORESTATION MONITOR / DATA MANAGER</u>

# ✓ Educational Qualification

He/she shall have minimum qualification of +2 or equivalent with Diploma in Computer Application and experience in use of Computers with proficiency in working with MS Office.

# ✓ Experience

He/she shall have minimum experience of **one & half years** of working with Corporations/Govt. under takings/Public Sector Units/Co-operatives/ Societies/Externally Aided Projects/Government Agency. Past experience working with Government agencies will be given preference.

### Job Description

- The Afforestation Monitors will report to the DFO/Range Officer or any other officer authorized by him.
  - He/ she will be responsible for:
- Making entries of vouchers/updating of cash accounts of the Division / Range office.
- Assisting in Budget, Management of funds, and flow of funds in iOTMS/IFMS/OFMS portal.
- · Assisting in preparation of financial reports/returns.
- Assisting in Entry of online web portals like E-Green watch, HRMS, OFMS, IFMS & CAMPA and other correspondences of the Division / Range Office.
- · Assisting in implementation of procedures and guidelines on financial management.
- · Assisting in other correspondence of the office management.
- Any other work assigned by the Divisional Forest Officer/Range Office relating to activities which needs Computer applications.

### C. Finance & Administrative Officer, ECRICC Project (01 nos):

### ✓ Educational Qualification & Experience

- Inter CA/Inter ICWA/ M.Com Degree
- At least 3 years of relevant experience (post qualification) in general administration, finance, accounting
  and software and project support service, field work, management, and coordination from the date of
  completion of essential qualification
- · Experience of working with State Government.
- Experience in the usage of computers and office software packages (MS Office) and knowledge of spreadsheet and data base packages, experience in handling web-based management systems.
- Experience in usage of Tally software is essential

# ✓ Job Description

The candidate will work under the direct supervision of the District Coordination Officer (DCO) and the Divisional Forest Officers, State Project Manager. S/he will act as the focal point in the district for overseeing the finance and administrative aspects of all activities under all three outputs of the project mentioned above at district and landscape level.

The incumbent shall perform the following tasks-

- A. Provide financial support to the District Project Management Unit (DPMU)
- B. Provide administrative support to the DPMU
  - A. Financial support to the DPMU-
  - Advise, support and guide project staff on project budget reallocations and chart of accounts coding, policy application and other financial matters.
  - Strive to identify ways in which project financial needs can be met within existing Government policies.
  - Provide financial monitoring reports and analysis of projects and advise project and operations teams on expenditure trends and implementation rates.
  - Develop tools and mechanisms for effective and efficient monitoring of project budget.
  - Coordinate with the SPMU in compilation of financial data and provide accurate and updated financial information on a continuous basis.
  - Create required vouchers in Atlas to apply deposits, disburse funds and adjust chart fields.
  - Management of cash receipts and petty cash.
  - Analyse accounts to ensure accuracy.
  - Assist DPMU in the fulfilment of its accountability obligations.
  - · Assist in year-end closure processes.
  - B. Administrative support to the DPMU-
  - Administration and arrangement of meeting, appointment, and other briefings of DCO.
  - Organisation of regular meetings, draft routine correspondence and inter office circulars, preparation
    of the minutes and summaries of the actions to be taken, tracking of progress of the planned activities
    and follow up with the focal points.
  - Screening of all incoming communications, filter outgoing correspondence for supervisor's signature, clearance, and further action by other staff; wherever possible.
  - Adherence to appropriate protocol and correspondence guidelines by State Project Management Unit (SPMU) and Country office team when communicating with Government and other external partners.
  - · Raising e-requisitions, vendor profiles and preparation of administrative forms.
  - Use of automated office management system and automated filing system.
  - Support to organization of advocacy events if required.
  - Organization of trainings for DPMU staff on coordination, administration, and protocol issues

- Contribution to knowledge networks and communities of practice.
- Any other work assigned by DPMU.

### D. <u>SMS- Agriculture, ECRICC Project (01 no)</u>:

### ✓ Educational Qualification & Experience

Graduation or PG in Agriculture or Post Graduate Degree in Rural Management/Rural Development /Agri Business Management / Fishery Science/ Horticulture/ Agriculture Engineering / Dairy Engineering/ Animal Husbandry/ B.V. Sc with minimum 5 years of prior experience in the agriculture sector interventions.

Candidates having prior experience in implementation and technical support on agriculture and forestry sector interventions. Prior experience of working with externally aided projects will be given additional weightage.

 Experience in working with Government, Civil Society Organizations, and private sector related to Agriculture and Forestry sector interventions.

#### JOB DESCRIPTION

- S/he will work under the supervision and guidance of the Divisional Forest Officer (WL) and District
  Coordination Officer (DCO) in the assigned district and provide technical support during planning,
  strategy development, implementation and coordination of various activities related to eco-system
  restoration and climate adaptive agriculture interventions at district level closely working with SPMU,
  DPMU and FNGO team.
- S/he will provide technical support to DPMU, PIA- Agriculture and PIA- watershed (either or both as the
  case may be in selected project landscapes) and SPMU during preparation of TLIMPs/DPRs on eco-system
  restoration and climate adaptive livelihood interventions closely working with FNGOs, communities and
  CBOs in the project landscapes of the district.
- S/he will provide technical support at landscape/village level, that support the conservation of mangrove, salt marshes, seagrass, watershed etc. (coastal and marine biodiversity and ecosystems) and climate resilient agriculture practices as suitable for the landscape.
- S/he will support Project Implementing Agencies (PIAs) and DPMU during Situation Assessment, planning, monitoring, and developing village/landscape level Annual Work Plan & Budget for Forestry (Eco System Restoration) & climate adaptive agriculture related livelihood interventions.
- S/he will develop/ provide technical support during planning and implementation of context specific ecosystem restoration and climate adaptive agriculture package of practices/models like climate smart village, introduction and popularisation of climate resilient seeds, ecological farming/ sustainable agriculture, climate and salinity based crop planning, introduction of climate specific agriculture advisory services, climate smart technology, integrated agriculture, preparation and demonstration of climate contingency crop planning etc. or/and any similar interventions and support demonstration of these interventions in project landscapes closely working with SPMU, PIAs, FNGOs, Climate Champions, communities and the farmers.
- Support baseline, periodic, value chain, thematic studies etc. related to eco-system restoration and agriculture related climate adaptive livelihood activities.
- S/he will support documentation of case studies, success stories, M&E related impact data related to eco-system restoration and climate adaptive livelihoods etc.
- S/he will support other team members of DPMU for formation and strengthening of VSS/EDCs, awareness generation and capacity building of the communities on EbA based eco-system restoration and climate adaptive livelihoods.

- S/he will develop training module/IEC materials on various interventions related to eco-system
  restoration and climate adaptive agriculture interventions and impart trainings to the communities, VSS,
  EDCs, SHGs, PRI members, farmers etc. at Village/block/landscape and district level as relevant to the
  theme & landscape.
- Collaborate with technical institutes, KVKs, local NGOs & CBOs for effective implementation of project
  activities, network with concerned line departments for facilitating convergence, identify and mobilize
  thematic resource persons for need based input/support/knowledge sharing and capacity building of
  communities.
- S/he will support DPMU for organization of district level training/workshops/meeting on eco-system restoration and climate adaptive agriculture livelihoods.
- Provide technical support and guidance to FNGOs and its thematic person at landscape level in accomplishing the task as well effective implementation of project interventions as per Annual Work Plan.
- Any other works/task/deliverables as may be assigned by the Divisional Forest Officer and District Project
   Coordinator (DCO) from time to time related to the project.

# E. <u>SMS- Fishery, ECRICC Project (01 nos)</u>:

# ✓ Educational Qualification & Experience

Graduation or PG in Fishery Science or Post Graduate Degree in Rural Management/Rural Development /Agri Business Management / Agriculture/ Horticulture/ Agriculture Engineering / Dairy Engineering/ Animal Husbandry/ B.V. Sc with minimum 5 years of prior experience in the fishery sector interventions.

- Candidates having prior experience of marine and brackish water fishery interventions in Coastal India preferably in Odisha will be given additional weightage.
- Experience in working with Government, Civil Society Organizations, and private sector related to Fishery sector interventions.

#### JOB DESCRIPTION

S/he will work under the supervision and guidance of the Divisional Forest Officer (WL) and District Coordination Officer (DCO) in the assigned district and provide technical support during planning, strategy development, implementation, and coordination of various fishery related interventions at district level closely working with SPMU team.

- S/he will Support DPMU, PIAs and SPMU during preparation of TLIMPs/DPRs on Fisheries activities closely working with FNGOs, communities and CBOs in the project landscapes of the district.
- S/he will closely work with DPMU, Project Implementing Agency (PIA)-Fisheries, SPMU and identify
  potential project villages, fisher groups, develop business plans and provide technical support during
  implementation of various fishery related interventions like crab fattening, ornamental fishery,
  promotion of oyster and mussel culture, establishment of crab hatchery, seaweed farming and other
  fishery interventions to be taken up under the project etc.
- S/he will support value chain development including technology transfer on production enhancement, market linkage of existing fishery activities and practices. Identify and provide technical support for other potential marine and brackish water fishery interventions including promotion and demonstration of suitable locally demanded fish species through cage culture at landscape/village level suitable for the landscape.
- S/he will support Project Implementing Agencies (PIAs)- Fisheries and DPMU during Situation Assessment, planning, monitoring and developing village/landscape level Annual Work Plan & Budget for Fishery related livelihood interventions.
- Support baseline, periodic, value chain, thematic studies etc. related to fishery related livelihood activities.

- S/he will support documentation of case studies, success stories, M&E related impact data related to fishery interventions etc.
- S/he will develop training module/IEC materials on various interventions related to fishery sector and impart trainings to Fisher Groups/ SHGs etc. at Village/block/landscape and district level as relevant to the theme & landscape.
- S/he will develop a pool of resource persons of various fishery related activities who can provide handholding support and training to the communities during implementation of fishery related interventions and scaling up successful interventions in the landscape.
- Collaborate with fishery technical institutes, KVKs, local NGOs & CBOs for effective implementation of
  project activities, network with concerned line departments for facilitating convergence, identify and
  mobilize thematic resource persons for need based input/support/knowledge sharing and capacity
  building of communities.
- S/he will support DPMU for organization of district level training/workshops/meeting on fishery related livelihood interventions.
- Provide technical support and guidance to FNGOs and its thematic person at landscape level in accomplishing the task as well effective implementation of project interventions as per Annual Work Plan.
- Any other works/task/deliverables as may be assigned by the Divisional Forest Officer and District Project Coordinator (DCO) from time to time related to the project.

# **APPLICATION - TECHNICAL BID**

# (For Bidding as a Service Provider for Providing the Services of Personnel to PURI WILDLIFE DIVISION, PURI)

1.	Name of Tendering Service Provider:	<del></del>
2.	Status (Proprietorship / Partnership / Private Limited):	<del></del>
3.	Full Address of Registered office:	
	Office Telephone No Mobile No	
	Email ID:	
4.	Full Address of operating / Branch Office :	
	Telephone No.:	
	Fax No.:	<del>.</del>
	E-mail address:	
5.	Name & Telephone No. of Authorized Officer / person to liaise with field Officer(s)	
6.	Banker of the Service Provider (Attach Certificate copy of statement of A/c for the last 3 consecutive year)	
7.	PAN / GIR No. (Attach self-attested copy)	
8.	GST Registration No.:	_(Attach self-attested copy)
9.	E.P.F. Registration No. :	_ (Attach self-attested copy)
10.	E.S.I. Registration No.:	_(Attach self-attested copy)
11.	Labour License/Registration under The Contract Labour (Regulation & Control) Act, 1970 (Attach self-attested copy)	
11 A.	PASARA License of Govt. of Odisha should be attached.	

- Financial turnover of the tendering service provider for the last 3 consecutive financial year

#### **Details of Financial Turnover:**

Financial Year	Total Annual Turnover (Rs. in Crore)	Average Turn Over (Rs. in Crore)
2023-24 (Provisional)		
2022-23		
2021-22		

13: Give detail of minimum 3 such contracts handed by the tendering service provider during the last three consecutive years in following format.

Details of organization where personnel have been deployed: (attach a separate sheet)

Name of Organization	Category of personnel	Year wise number of persons deployed					
		2021-22	Contract Amount	2022-23	Contract Amount	2023-24	Contract Amount

- 15: Additional information, if any (Attach separate sheet, if required)

#### **TECHNICAL BID EVALUATION**

Technical evaluation of the bids will be done to determine whether the bids complied to the prescribed eligibility conditions as well as technical criteria and the requisite documents/information have been properly furnished by the bidder or not. Bids qualified the technical evaluation stage, will be considered for opening of the financial bids. The financial bids shall be opened in the presence of the tender committee and bidders' representatives who choose to attend. <a href="MocBS (Quality and Cost based Selection">QCBS (Quality and Cost based Selection</a>) Method will be followed during the tender process to determine the selected bidder. The tender inviting authority will award the contract to the bidder whose bid has been determined as the H1 as per QCBS (Quality and Cost based Selection) based,

The quoted rates shall not be less than the minimum wages fixed/notified by the Government of Odisha from time to time and shall include all statutory obligations. The service provider shall be liable for all kind subdues payable in respect of manpower deployed/provided under the contract and the authority shall not be liable for any dues for availing the services of the personnel. The authority reserves the right to reject any or all bid sand terminate the tender process without assigning any reason thereof.

# **BIDDER'S COVERING LETTER**

# TECHNICAL BID

(BIDDER LETTER HEAD)

To

OFFICE OF THE DIVISIONAL FOREST OFFICER PURI WILDLIFE DIVISION, CHAKRATIRTHA ROAD, PURI, ODISHA, 752001

Sub : Tender for Supply of Manpower in Puri Wildlife Division. [Technical Proposal]
Dear Sir,
I, the undersigned, offer to participate in the tender process to provide services for in accordance with your Tender Notice No, DatedWe are hereby submitting our proposal, which includes Technical Proposal and Financial Proposal sealed in separate envelopes. I, hereby declare that all the information and statements provided in the technical proposal are true and correct and I accept that any mis interpretation contained in it may lead to disqualification of our proposal. Our proposal will be valid for acceptance up to <u>90 Days</u> and Icon firm that this proposal will remain binding up on us and may be accepted by you at any time before the validity of the bid.
I, hereby unconditionally under take to accept all the terms and conditions as stipulated in the RFP document. In case any provision of this tender is found violated, then your office shall have the rights to reject our proposal including for feature of the earnest money deposit absolutely.
Yours faithfully,
Authorized Signatory with Date and Seal
Name and Designation:
Address of the Bidder:

# (FORM-T1)

1.	Name of the Bidder	
2.	Details of Bid Processing Fee and	DD No.:
	Earnest Money Deposit:(Demand	Date:
	Draft Details)	Amount (Rs.)
		Drawn on Bank:
3.	Name of the Director/	
4.	Full Address of Registered Office	Postal Address:
		Telephone No.:
		FAX No.:
		E-Mail Address:
5.	Name & telephone number of the	Name and Designation:
	authorized person signing the bid	Mobile Number:
6.	Bank Name	Account Number:
		Bank and Branch Name:
		IFSC Code
7.	PANNo. (Attach self-attested copy)	
8.	GSTIN (Attach self-attested copy.)	
9.	E.P.F. Registration No. (Attach self- attested copy	
10.	E.S.I. Registration No. (Attach self- attested copy.) Attach attested copy)	
11.	Acceptance to all the terms & conditions of the tender (Yes/No).	
12.	Power of Attorney/authorization letter for signing the of the bid documents	
13.	Please submit an undertaking that no criminal case is pending with the police at the time of submission of bid.	
	Kindly mention the total number of pages in the tender document.	

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

Financial Year*	Turn Over Amount (In INR)	Average Turnover (in INR)
FY1 (2021-22)		
FY2 (2022-23)		
FY3 (2023-24)		

<sup>\*</sup>from the date of issue of tender

17. Details of the similar type service provided by the bidder in last 05 years:

Sl. No	Per Name of iod Authority	Type of services provided	Contract Amount	Duration		
	100	with Complete Address	with details of Manpower/Machinery deployed	(in INR)	From	То
1						
2						
3					-	
4						
5						

Declaration	1

Declaration	
I, Shri Son/Daughter/Wife of Shri(Namdeclaration and execute this tender;	Proprietor/Director/Authorized ne of the Service Provider), competent to sign this
I have carefully read and understood all the term abide by them;	is and conditions of the tender and undertake to
of my knowledge and belief. I am well aw	with the tender are true and authentic to the best vare of the fact that, furnishing of any false to rejection of our tender at any stage besides te law.
(Signature of Authorized Repre	esentative with seal)

Place:.....Date:

### FORM-T2

# **UNDERTAKING**

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

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

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

#### FORM-T3

# **UNDERTAKING**

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

I, hereby undertake that there is no criminal case pending in any Court of Law against our company or against the Proprietor/Director/Persons to be deployed by our company. I/we further certify that Proprietor/ Director/ Persons to be deployed by our company of my company have not been convicted of any offence in any Court in India during the recent past. I understand that I am fully responsible for the contents of this undertaking and its truthfulness.

Yours sincerely,

Authorized Signature [In full and initials]

Name and Designation of the Signatory:

Name of the Bidder and Address:

# **BID SUBMISSION CHECKLIST**

SI. No.	Description	Submitted (Yes/No)	Page No.
TECH	NICAL BID (ORIGINAL)		l Vistago en 19 Vistago en 19
1	Covering Letter in Bidders Letter Head	Annual	
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation/Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF& ESI Certificate		
9	TECHNICAL BID duly filled in (Covering Letter, FORM-TI, T2andT3)		
10	Financial details of the bidder along with all the supportive documents such as copies of Income/Expenditure Statement and Balance Sheet for the last 3years		
11	Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
12	List of completed/on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective from the authorities		
13	Undertaking for not have been black-listed by any Central/State Govt./any Autonomous bodies during the recent past. (FORM-T2)		
14	Under taking for not having any police case pending against the bidder (FORM-T3)		
FINA	NCIAL BID (ORIGINAL)		
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid (FORM-F1)		

# It is to be ensured that:

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

Authorized Signatory [In full and initials]	
Name and Designation with Date and Seal:	

# **DECLARATION**

1.	ISon/Daughter / Wife of Sri,		
	Age Proprietor / Director / Authorized signatory of the Service Provider,		
	mentioned above, a competent to sign this declaration and execute this tender document.		
2.	I have carefully gone through and understood all the terms and conditions of the tender and		
	undertake to abide by them.		
3.	The information / documents furnished along with the above application are true and		
	authentic to the best of my knowledge and belief.		
	I/We, am/are well aware of the fact that furnishing if any false information / fabricated		
docum	ent would lead to rejection of my tender at any stage besides liabilities towards prosecution		
under	appropriate law.		
DATE:	Signature of Authorised Person of Service Provider		
PLACE	(With Organisation's Seal)		

# <u> Appendix – E</u>

### APPLICATION - FINANCIAL BID

# (For Bidding as a Service Provider for Providing the Services of Personnel to PURI WILDLIFE DIVISION, PURI)

1.	Name of Tendering Service Provider:
2.	Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc
	<u>N.B.: -</u>
	As per Notification no 19595/F dt 11.07.2023 issued by Finance Department, Govt. of Odisha
	1: The Minimum Service Charge shall be 3.85 % (3 % profit plus transaction charges).
	2: The procuring entity can also fix the service charge above 3.85 $\%$ with proper justification
	whenever required. However, such charge should not exceed 7 % in any case.

Sl No	Category of Manpower	Monthly wages as per present Wage rate	EPF	ESI	Other Statutory dues, if any	Service charge of the Agency	Total Rate per person per Month
	Squad Personnel	Rs 13,500/-	1,755/-	439/-		_	
2	Afforestation Monitor	Rs 18,000/-	1,950/-	585/-			
, ,	Finance & Admin, ECRICC Project	Rs.42,200/-	NA	NA			
	SMS Agriculture, ECRICC Project	Rs.52,700/-	NA	NA			
	SMS fishery, ECRICC Project	Rs 50,000/-	NA	NA			

# **NOTES:**

- 1. GST shall be extra paid as applicable.
- The minimum remuneration for above said different manpower shall not be less than the minimum wage fixed / notified by the Forest Department, under CAMPA, MGNREGA Scheme and other schemes.
- 3. Total rates quoted by the tendering service provider should be inclusive of all entering into the contract. The authority will have no liability in force to any statutory or other dues.
- **4.** The payment shall be made on conclusive of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower as certified by the Authority.

Date:	Signature of Authorized Person
	of Service Provider (With Seal)
Place:	,

### Annexure-I

# SCHEDULE OF CONTRACT

Table I: No. of Personnel to be engaged under different scheme

Sl No.	Category	To be engaged at	
1	personnel, Afforestation Monitor, Staffs under	Range level / Division Level including as and when required at different Head Quarters.	

Table II: Monthly remuneration and Statutory Employer payments to be made by the Authority (in Rupees)

Sl No.	Name of the Position	Monthly remuneration (without statutory payment)
1	Different type of persons to be engaged i.e. Squad personnel, Afforestation Monitor, Staffs under ECRICC Project etc.	The wages will be fixed by the Department from time to time.

The number of personnel to be engaged at different levels is tentatively about 177.

#### **TERMS & CONDITIONS**

#### GENERAL

- The Agreement shall commence w.e.f. the date of effectiveness of the agreement unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc. or change in requirements.
- 2. The effectiveness of the agreement commences w.e.f. the date when the total manpower required is provided.
- 3. The Agreement shall be **for a period of one year** or end of scheme period or upto 31.03.2025 whichever is earlier w.e.f. the date of its effectiveness unless extended further by the mutual consent of the Service Provider and the Authority.
- 4. The Agreement may be extended, on the same terms and conditions or with some additions /deletions/modifications, for a further specific period mutually agreed upon by the Service Provider and the Authority.
- 5. The Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
- 6. The Service Provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent stage. In case, any of such documents furnished by it is found to be false at any stage, it would be deemed to be a breach of terms of Agreement making it liable for legal action besides termination of the Agreement.
- 7. The Authority reserves the right to accept or reject any or all bids without assigning any reasons thereof. The Authority also reserves the right to reject any bid which in his opinion is non-responsive or violating any of the conditions/specifications without any liability to any loss whatsoever it may cause to the bidder in the process.
- 8. The Service provider shall nominate a coordinator who shall be responsible for immediate interaction with the Division/Range office so that optimal services of the persons deployed could be availed without any disruption. The co-ordinator shall be answerable to the deployed persons.
- 9. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid which also should not be less than the minimum wages prescribed under the prevailing act and adduce such evidence as may be required by the Department or Office concerned.
- 10. For all intents and purposes, the Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.

- 11. The Service Provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to persons deployed. The Department shall, in no way, be responsible for settlement of such issues whatsoever.
- 12. The Authority shall not be responsible for any financial loss or any injury to any person deployed by the Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
- 13. The persons deployed by the Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular / confirmed employees during the current or after expiry of the Agreement period.
- 14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
- 15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with this office under the provision of rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Service Provider.
- 16. The Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.
- 17. In the event of any engaged personnel being on leave/absent, the service provider shall ensure suitable alternative arrangement to make up for such absence. To meet such eventualities, the agency shall make provision for leave reserve and provide the same under intimation to the concerned authority.
- 18. The persons deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Department or office concerned. The Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
- 19. The personnel provided by the Service Provider shall have to maintain highest standard of ethics in their work. They should not under any circumstances take any data entered into the Computers or documents outside the office under any circumstances or share with anybody except as they may be specifically authorized to carry out their assigned works. If any person is found to involve in activities in violation of this, the Service Provider" will be liable for the criminal action as well as other civil actions for such lapses as may be deemed appropriate by the "Authority" (Divisional Forest Officer, Puri).
- 20. The personnel provided by the Service Provider shall be regular and punctual in their work as per working hours fixed by the Authority. They will attend to the office work beyond office hours and even on Sundays and Government Holidays, if required as directed by the Divisional Forest Officer/Range Officer or his authorized representative.

- 21. The "Authority" (Divisional Forest Officer, Puri) shall have right to ask the Service Provider to withdraw/replace any personnel who has been reported by the "Authority" (Divisional Forest Officer, Puri) as disobedient or incompetent towards his/her services being rendered. The "Service Provider" agrees to act promptly on such request by the "Authority" (Divisional Forest Officer, Puri).
- 22. Selection of person(s) in various categories requisitioned by the Authority will be the responsibility of the Service Provider at their own cost. The Service Provider will send CVs/bio-data of a panel of suitable persons having requisite qualification/experience to the Authority for selection and acceptance.
- 23. The agreement may be terminated <u>on a written notice of one month</u> from either side, and both parties agree not to move Court of Law on such termination.
- 24. The service of the personnel deployed under the contract shall not be withdrawn suo motto, without consulting the Divisional Forest Officer of the concerned Division. In case any personnel whose services have been deployed, desires to discontinue the work, the service provider will inform the same 15 days in advance and arrange for suitable replacement with persons having similar or better qualification and experience.
- 25. Violation of Clause-24 will amount to penalty of 15 days salary of the personnel disengaged in cases of Para Forest Staff Protection Squad and Anti depredation Squad which shall be recovered from the Security Deposit of the Service Provider.
- 26. The selection of the services of personnel as requisitioned by the Division shall be the responsibility of the Service Provider. The Service Provider will send the CVs/ Bio-data's of a panel of suitable persons having requisite qualifications and experience, not less than two times the number of personnel requisitioned for each position to the concerned Division for selection and acceptance.

#### **LEGAL**

- 27: The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
- 28: The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of workers in respect of the persons deployed by it in the Department or office concerned. The Department or office concerned shall have no liability in this regard. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Authority.
- 29: The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Authority or office concerned.

- 30: The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
- 31. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax & GST Act/ Rules, as amended from time to time and a certificate to this effect shall be provided by the Department or office concerned.
- 32. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department/Authority or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
- 33. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
- **34.** The decision of Authority in regard to interpretation of the Terms &Conditions and the Agreement shall be final and binding on the Service Provider.

#### **FINANCIAL**

The Service Provider shall execute an agreement with the DFO, PURI WILDLIFE DIVISION, in line with the terms and condition laid down in Annexure – II and Appendixes- A, B, C, D & E in the Tender Document and shall furnish a Performance Security Deposit @ 5% of the Contract value drawn on any nationalized Bank at the place of tender in Shape of Bank TDR or Bank guarantee duly pledged to the Divisional Forest Officer, Puri Wildlife Division, Puri, Dist.- Puri for faithful implementation of the provisions of the agreement. This security deposit of the finalized tenderer shall be retained at the Division, whereas the Security Deposit of the remaining tenderer shall be returned to the respective tenderer after the completion of signing of the tender by the L-1 tenderer.

- 35. Signing of the Tender Document shall mean that the Parties participating in the tender process agree to the terms and conditions of the Tender Document.
- **36.** In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- 37. The payment in respect of all categories of personnel towards Monthly Remuneration and Statutory Employer payments to be made by the Authority shall be at the rate given in-the Table: I of Annexure-II in account payee mode.
- 38. The Service Provider will deploy personnel with desired qualifications/experience as detailed in the technical requirement for manpower to be deployed by the successful service provider.

- **39.** The Service Provider shall raise the bill, in triplicate, after the receipt of absentee statement sheet submitted by the FROs in first week of the succeeding month.
- 40. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus. Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Authority shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by him/them by 1st of each succeeding month through account payee mode (NEFT / RTGS/ IMPS) and accordingly the bills shall be sent to 0/o. Divisional Forest Officer, Puri Wildlife Division, Puri by 5th of each succeeding month against the payment made to the personnel for release of funds.
- 41. The Service Provider shall deposit the statutory dues like EPF and ESI or Insurance in respect of the service of each employee as per the provisions of the relevant Acts/ Rules and submit the necessary receipt or Challan to the concerned Division in support of proof of payment with a statement by 5th of each succeeding month.
- **42.**The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
- 43. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
- 44. The Personnel deployed by the Service Provider in different Ranges, DFO Office etc. shall work under the direct supervision and control of the Divisional Forest Officer and the FROs concerned. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Authority.
- **45.** The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/office. In case there is no branch office, the successful bidder will have to open branch office within one months of the signing the agreement.
- 46. The successful bidder will enter into an agreement with this Department/office for supply of suitable and qualified manpower as per requirement of this Department/office on the above terms and conditions.

Note: These terms and conditions are part of the Contract / Agreement as indicated in the Agreement between State Government and the Service Provider and any noncompliance shall be deemed as breach of the Contract/Agreement.

### **End of Tender Document**

This tender document contains 29 pages.

Divisional Forest Officer Puri Wildlife Division, Puri

ė