

Tender call Notice

**ODISHA TRIBAL EMPOWERMENT & LIVELIHOODS PROGRAMME PLUS
PROGRAMME MANAGEMENT UNIT
ST & SC DEVELOPMENT DEPARTMENT
2nd floor, TDCC Building, Rupali Square, Bhubaneswar – 751022**

Odisha Tribal Empowerment & Livelihoods Programme Plus(OTELP Plus), PMU, Bhubaneswar invites sealed Tender from reputed man power service provider having valid Manpower Recruitment Agency registration to provide the services of Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building), Agriculture Officers, Accounts Clerks & Office Assistants for a period of one year w.e.f the date of agreement on contract basis for day to day OTELP Plus programme implementation at ITDA level.

The detailed information may be downloaded from the OTELP Website i.e. www.otelp.org. The Tender document shall be sent to Programme Director, PMU, OTELP Plus, 2nd floor, TDCC Building, Rupali Square, Bhubaneswar – 751022 through Speed Post / Registered Post only. The last date and time for submission of Tender document is 31st October, 2016 by 4.00 pm. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

**Date: 14.10.2016
Place: Bhubaneswar**

**Sd/-
Programme Director**

Bidding/Tender Documents

**Government of Odisha
ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP PLUS) of
Scheduled Tribe & Scheduled Caste Development Department. (STSCDD)**

* * *

Tender Letter No. 219(OTELP Plus) Date: 14.10.2016

Tender Notice for award of contract for providing of services of Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building) , Agriculture Officers ,Accounts Clerks and Office Assistants for a period of one year from the date of agreement to be deployed in ITDA Koraput, Malkanagiri, Balliguda, Paralakhemundi, Th.Rampur, Nabarangpur, Gunupur, Karanjia , Keonjhar & Panposh under OTELP Plus.

Sealed tenders are invited from reputed manpower service providers having valid **Manpower Recruitment Agency Registration** to provide the services of Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building) & Agriculture Officers, Accounts Clerks & Office Assistants for a period of one year w.e.f the date of agreement on contract basis for day to day OTELP PLUS programme implementation at ITDA level.

The detailed information for outsourcing the service of aforesaid posts has been given in the Tender Document which may be downloaded from the OTELP website www.otelp.org. The last date and time for submission of Tender Document is 31st October, 2016 by 4.00 PM. The undersigned reserves the right to accept or reject any or all the tenders without assigning any reason thereof.

-Sd/-

Programme Director

Government of Odisha

***ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP PLUS) OF
Scheduled Tribe & Scheduled Caste Development Department. (STSCDD)***

TENDER DOCUMENT

For providing Services of Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building) & Agriculture Officers, Accounts Clerks & Office Assistants to the ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP Plus) of Scheduled Tribe & Scheduled Caste Development Department. (STSCDD) by a Manpower Service Providing Agency.

- | | |
|---|--|
| (a) Period of issue of Tender Document | : 17 th to 31 st October 2016 |
| (b) Date and time for submission of Tender Document. | : 17 th to 31 st October, 2016 by 04.00 PM |
| (c) Date and time for opening of | |
| (i) Technical Bids. | : 1 st November, 2016 at 11.30 AM. |
| (ii) Financial Bids of eligible Bidders | : 7 th November, 2016 at 11.30 AM. |
| (d) Likely date for commencement of Deployment of required manpower | : November , 2016 |

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SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. OTELP Plus requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building) , Agriculture Officers, Accounts Clerks & Office Assistants** on out sourcing basis for day to day OTELP Plus work at different ITDAs.
2. The contract for providing the aforesaid manpower is likely to commence from the date of agreement and would continue till one year. The period of the contract may be further extended beyond one year provided the requirement of the Department for manpower persists at that time or may be curtailed/ terminated before one year 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 week's notice to the selected Service Provider.
3. This Department has tentative requirement for **Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building), Agriculture Officers, Accounts Clerks & Office Assistants (10 each)** The requirements may increase/decrease in any/all the categories.
4. The estimated cost of the contract is **Rs.192.48 Lakhs**.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with Earnest Money Deposit (EMD) of Rs.96,240.00 (Rupees Ninety Six Thousand Two Hundred and Forty) only and other requisite documents by 31st October, 2016 up to 4.00 PM at *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP PLUS),TDCCOL Building, 2nd Floor, Bhoi Nagar, Bhubaneswar751022, Odisha*.
6. The various crucial dates relating to "Tender for Providing Manpower Services to *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS(OTELP PLUS),TDCCOL Building, 2nd Floor, Bhoi Nagar, Bhubaneswar751022, Odisha*" are cited as under :
 - (a) Period of issue of Tender Document : 17th October to 31st October, 2016.
 - (b) Date and time for submission of Tender Document : 17th to 31st October, 2016 by 4.00 PM.
 - (c) Date and time for opening of
 - (iii) Technical Bid. : 1st November, 2016 at 11.30 AM.
 - (iv) Financial Bids of eligible Tenders & Selection : 7th November, 2016 at 11.30 AM.
 - (d) Likely date for commencement of Deployment of required manpower. : November, 2016.
7. The tender has been invited under **two bid system** i.e., **Technical Bid** and **Financial Bid**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for Providing Manpower Services to *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP Plus)***" and "**Financial Bid for Providing Manpower Services to *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP Plus)***".

Both sealed envelopes should be kept in a third sealed envelope super scribing **“Tender for Providing Manpower Services to ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS (OTELP Plus)”**.

8. The Earnest Money Deposit (EMD) of Rs.96,240.00 (Rupees Ninety Six Thousand Two Hundred and Forty) only, refundable (without interest), should be necessarily **accompanied with the Technical Bid** of the service provider in the form of Demand Draft/ Pay Order drawn in favour of Programme Director *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS* **failing which the tender shall be rejected summarily.**
9. The successful tenderer will have to deposit a Security Amount of **Rs.16,04,000.00 (Rupees Sixteen Lakhs and Four Thousand)** only in the form of Fixed Deposit Receipt(FDR) made in the name of the agency but hypothecated to the Programme Director, OTELP Plus , Bhubaneswar covering the period of contract . In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.
10. The successful tenderer will have to deposit a Performance Security Deposit only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of Programme Director, OTELP Plus covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of Performance Security is to be determined by the Authority before execution of agreement.
11. The tendering Manpower Service Providers are required to enclose photocopies of the following documents (duly attested by Group “A” Gazetted Officers of the State Governments/ Central Government), along with the Technical Bid, **failing which their bids shall be summarily/ out rightly rejected and will not be considered any further :**
 - a. Copy of valid manpower service provider registration certificate of the applicant organization;
 - b. Copy of PAN/ GIR card;
 - c. Copy of the IT return filed for the last three financial years;
 - d. Copies of EPF and ESI certificates;
 - e. Copy of the Service Tax registration certificate;
 - f. Certified extracts of the Bank Account: containing transactions during last three years.
 - g. Copy of service tax clearance certificate
12. **The Conditional bids shall not be considered and will be out rightly rejected in very first instance.**
13. **Incomplete Applications will be summarily rejected.**
14. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. **No Overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected.** However, the cuttings, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
15. The Technical bids shall be opened on the scheduled date and time at 11.30 AM on 1st November, 2016, in the Conference Hall of *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS*, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
16. The Financial Bid of only those renderers will be opened whose Technical bids are found in order. The Financial bids shall be opened at 11.30 AM on 7th November, 2016 in the Conference Hall of *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS*, in the presence of the representatives of the Manpower Service Providers, if any, who wish to be present on the spot at that time.
17. The Programme Director, *ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS* reserves the right to accept or reject any or all bids without assigning any reason thereof.

**TECHNICAL REQUIREMENTS FOR THE TENDERING MANPOWER
SERVICE PROVIDER**

1. The tendering manpower service provider should fulfill the following technical specifications:

- (a) The registered office or one of the branch offices of the manpower service provider should be located within the jurisdiction of the user Department/Office at Bhubaneswar. Besides, if the Department/Head of Department/Controlling Officer are procuring manpower for deployment in their Field Office(s), then the manpower service provider should provide the name, designation and contact number of the person to liaison with the said Field Office(s).
- (b) They should be registered with the appropriate registration authority;
- (c) They should have at least 2 to 3 years of experience in providing manpower to Government Departments, Public Sector Companies/ Banks, etc;
- (d) They should have their own Bank Account;
- (e) They should be registered with Income Tax and Service Tax departments;
- (f) They should be registered with appropriate authorities under Employees Provident Fund and Employees State Insurance Acts.
- (g) They should have any other regulatory clearance that may be required for providing manpower services.
- (h) Minimum turn-over should not be less than Rs. 4 Crores (Rupees Four Crores) per annum at least for last 3 years. (Auditors certificate to this effect is to be submitted as proof of financial turn-over).
- (i) Execution of contracts of similar type (minimum value Rs. 4 Crores during preceding 3 years of value equal or more than 60% of the estimated cost of the present contract.

**TECHNICAL REQUIREMENTS FOR MANPOWER TO BE DEPLOYED
BY THE SUCCESSFUL MANPOWER SERVICE PROVIDER AGENCY IN THE OTELP PLUS.**

TERMS OF REFERENCE

Sl No.	Name of the post	Qualification	Work Assignment	Take Home Remuneration (Rs.) per month	Experience and Age on last date of application
1	Programme Officer(Planning Monitoring & Evaluation)	Programme Officer (Planning Monitoring & Evaluation) should be at least a Management Graduate/MCA/B. E. in Computer Science or equivalent qualification from a leading institute.	<ul style="list-style-type: none"> i. Apprise PA, ITDAs on day to day development on OTELP Plus & problems on implementation and sort out the problem. ii. Coordinate with other SMSs in consolidation of project proposals received from the FNGOs, Scrutinise and prepare a realistic, achievable annual work plan & budget plan . iii. Facilitate in signing of MoU with FNGOs & VDCs iv. Submission of activity wise project proposal to District Planning & Monitoring Unit(DPMU) & line dept. in time for leverage of fund through convergence from various schemes of Govt. of Odisha & Govt. of India v. Submission of AWPB to PSU following due procedures. vi. Consolidation of the informations and reports from concerned Nodal Officer of different blocks of programme areas and apprise the PA, ITDA and take necessary steps. vii. Keep liaison with FNGO/ Dist. Line Dept. Official and PSU/ Govt. in programme planning, monitoring for execution of OTELP Plus. viii. FNGO wise allocation of physical and financial target of the FNGOs on receipt of approved annual work plan & budget. ix. Facilitate external visitors/officials and prepare information sheet x. Facilitate in the timely release of funds, submission of report/financial statement to PSU / others. 	30,000/-	<ul style="list-style-type: none"> i. Minimum 2-3 years experience in rural development. ii. Minimum age 21 years iii. Maximum age 45 years. iv. Relaxation of upper age limit may be allowed up-to 5years in case of more qualified and experience candidates. v. Preference will be given to the candidates having Experience in OTELP

			<ul style="list-style-type: none"> xi. Apprise PA, ITDA on matter related to OTELP PLUS on regular basis. xii. Coordinate in organizing meetings with FNGOs/VDCs/Other line Dept. xiii. Any other work as assigned by PA, ITDA/ PSU/ Govt. 		
2	Finance Officer	The Finance Officer should be a Chartered or Cost Accountant or a Commerce Graduate.	<ul style="list-style-type: none"> i. Budgeting and accounting of the programme; ii. Timely release of funds for timely implementation of different activities by the ITDAs, FNGOs, VDCs & SHGs iii. Maintaining records of all financial matters related to the programme; iv. Fund requirement requests for release of funds from the PSU with justification. v. Preparing guidelines for auditing SHG and VDC accounts and engaging Auditors for auditing SHG and VDC accounts vi. Discharge the duty of Nodal Officer of the assigned block in the programme areas and validate the report/ returns submitted by the FNGO. vii. Compilation & submission of SoE and MPR to PSU in stipulated time. viii. Ensure proper record keeping at all levels. ix. Disposal of file in stipulated days. x. Apprise PA, ITDA on matter related to Finance. xi. Online entry of data related to MGNREGA. 	30,000/-	<ul style="list-style-type: none"> i. Minimum 2-3 years in relevant sector ii. Minimum age 21 years iii. Maximum 45 years for fresh candidates. iv. Relaxation of upper age limit may be allowed up-to 5 years in case of more qualified and experience candidates v. Preference will be given to the candidates having Experience in OTELP

			<p>xii. Online payment to the beneficiaries account relating to MGNREGS</p> <p>xiii. Keep close liaison with other SMSs of ITDA/ Expert of FNGO/ District Line Department Officers.</p> <p>xiv. Any other work as assigned by ITDA/ PSU/ Govt.</p>		
3	Watershed Development Officer	The Watershed Development Officer would be an Agriculture Engineer or Soil conservation Engineer or Civil Engineer with experience in Watershed.	<p>i. Facilitate the FNGOs in preparation of project proposals in respect to land and water management ,MGNREGS and other engineering activities.</p> <p>ii. Administrative & technical approval of estimates/design related to engineering activities.</p> <p>iii. Timely execution of engineering activities as per the approved AWPB.</p> <p>iv. Discharge the duty of Nodal Officer of the assigned block in the programme areas and validate the report/ returns submitted by the FNGO.</p> <p>v. Keep up to date database on thematic area of OTELP Plus and upload in ITDA website.</p> <p>vi. Compilation & submission of SoE and MPR to PSU in stipulated time.</p> <p>vii. Ensure timely execution of activities by Expert of FNGOs.</p> <p>viii. Disposal of file in stipulated days.</p> <p>ix. Apprise PA, ITDA on the matter related to engineering measures.</p> <p>x. Ensure updation of asset register in regular interval & maintenance of case record</p>	30,000/-	<p>i. Minimum 5 years of field experience of watershed development in public or private sector.</p> <p>ii. Minimum age 21 years</p> <p>iii. Maximum 45 Years</p> <p>iv. Relaxation of upper age limit may be allowed up-to 5years in case of more qualified and experience candidates</p> <p>v. Preference will be given to the candidates having Experience in OTELP</p>

			<p>xi. Collection & compilation of Annual Progress report/ Success Story /Case Studies/Learning / New Innovations/ Best Practices/ New Technology etc.</p> <p>xii. Coordinate in organizing training/ workshop/exposure visit of the ITDA/FNGO staffs.</p> <p>xiii. Online entry of data related to MGNREGA.</p> <p>xiv. Keep close liaison with other SMSs of ITDA/ Expert of FNGO/ District Line Department Officers.</p> <p>xv. Any other work as assigned by ITDA/ PSU/ Govt.</p>		
4	Programme Officer (Capacity Building)	The Programme officer (Capacity Building) should be a MBA/Master Degree Holder in Social Work/ Sociology / Rural Management / Rural Development from a premier institute	<p>i. Facilitate FNGO/ Community in preparation of training need assessment, capacity building plan, training methodology etc.</p> <p>ii. Preparation and submission of the Capacity Building plan of OTELP Plus to concern line department for necessary approval and leverage of fund from concerned line dept/District Administration.</p> <p>iii. Timely release of fund to FNGOs for capacity building activities.</p> <p>iv. Timely execution of capacity building & empowerment activities approved in AWPB</p> <p>v. Discharge the duty of Nodal Officer of the assigned block in the programme areas and validate the report/ returns submitted by the FNGO.</p> <p>vi. Keep upto date database on thematic area i.e. capacity building of OTELP Plus and upload in ITDA website.</p> <p>vii. Compilation of SoE and submission to PSU in stipulated time.</p> <p>viii. Ensure timely execution of activities by Expert of FNGOs.</p> <p>ix. Disposal of file in stipulated days.</p> <p>x. Apprise PA, ITDA on matter related to capacity building</p>	30,000/-	<p>i. Minimum 5 years experience at the field level in community institutions building preferably with a reputable NGO / Govt. undertakings organization.</p> <p>ii. Minimum age 21 years</p> <p>iii. Maximum 45 years.</p> <p>iv. Relaxation of upper age limit may be allowed up-to 5years in case of more qualified and experience candidates</p> <p>v. Preference will be given to the candidates having Experience in OTELP</p>

			<p>measures.</p> <p>xi. Collection & compilation of Annual Progress report/ Success Story /Case Studies/Learning / New Innovations/ Best Practices/ New Technology etc.</p> <p>xii. Coordinate in organizing training/ workshop/exposure visit of the ITDA/FNGO staffs.</p> <p>xiii. Any other work as assigned by ITDA/ PSU/ Govt.</p>		
5	Agricultural Officer	The Agricultural Officer should be an Agricultural Graduate	<p>i. Facilitate the FNGOs on the preparation of project proposal in respect of MGNREGS-Plantation,Agri-Horti. Development and other livelihood activities and its successful execution.</p> <p>ii. Timely execution of the Plantation, Agri-Hort and other livelihood activities approved in AWPB.</p> <p>iii. Discharge the duty of Nodal Officer of the assigned block in the programme areas and validate the report/ returns submitted by the FNGO.</p> <p>iv. Keep upto date database on thematic area of OTELP Plus and upload the data in ITDA website.</p> <p>v. Compilation & submission of SoE and MPR to PSU in stipulated time.</p> <p>vi. Ensure timely execution of activities by Expert of FNGOs.</p> <p>vii. Disposal of file in stipulated days.</p> <p>viii. Apprise PA, ITDA on matter related to Agriculture & allied measures.</p> <p>ix. Collection & compilation of Annual Progress report/ Success Story /Case Studies/Learning / New Innovations/ Best Practices/ New</p>	30,000/-	<p>i. Minimum of 5 years experience in field level Agricultural Development and with a broad experience covering all aspects of Agriculture.</p> <p>ii. Minimum age 21 years</p> <p>iii. Maximum 45 years</p> <p>iv. Relaxation of upper age limit may be allowed up-to 5years in case of more qualified and experience candidates</p> <p>v. Preference will be given to the candidates having Experience in OTELP</p>

			<p>Technology etc.</p> <p>x. Coordinate in organizing training/ workshop/exposure visit of the ITDA/FNGO staffs.</p> <p>xi. Online Entry of data related to MGNREGA.</p> <p>xii. Keep close liaison with other SMSs of ITDA/ Expert of FNGO/ District Line Department Officers.</p> <p>xiii. Any other work as assigned by ITDA/ PSU/ Govt.</p>		
6	Accounts Clerk	M.Com/B.Com with Tally	<p>i. Maintaining computerized data on the day to day accounts/records of all financial transactions of the programme;</p> <p>ii. Support in all financial and accounting functions of the programme including in preparation SoE, withdrawal application, audit preparation, response to audit observations, etc.;</p> <p>iii. Periodic field visits for verification and updation of records at FNGO & VDC level;</p> <p>iv. Assisting Finance Officer of OTELP Plus, ITDA in all matters related to financial management of the project;</p> <p>v. Any other tasks may be assigned from time to time.</p>	5,200/-	<p>i. 4-5 years of work experience; have worked in similar projects including company / CSR / NGOs/INGOs/government projects or schemes.</p> <p>ii. Knowledge in Tally.</p> <p>iii. Knowledge in computer.</p> <p>iv. Age limit: 45 years.</p> <p>v. Preference will be given to the candidates having Experience in OTELP</p>
7	Office Assistant	Graduate with DCA	<p>i. Management of OTELP Plus office including systematic storage and care of all files, reports, documents, etc. relating to the programme;</p> <p>ii. Support/undertake office work including typing, downloading data, service data entry, filing of information, etc.;</p> <p>iii. Attend to any query about the programme from government, public or any authorized entities including any assembly questions;</p> <p>iv. Provide assistance in organizing meetings, workshops, training programmes, managing stores & stationaries, records & office files;</p> <p>v. Focal point for general maintenance and safe custody of all office assets including office almirahs, phones, fax, wi-fi, photocopier, books, etc.;</p> <p>vi. Focal point for records of office vehicles including periodic check of vehicle log books and other records relating to vehicle movement,</p>	5,200/-	<p>i. 4-5 years of experience in Office Management/ data entry experience will be added advantage.</p> <p>ii. Ability to communicate in English and regional language.</p> <p>iii. Good knowledge in computer application.</p> <p>iv. Age limit: 45 years</p> <p>v. Preference will be given to the candidates having Experience in OTELP</p>

			<p>repairs, insurance, etc;</p> <p>vii. Provide general assistance to the office management including general office cleanliness, minor repairs in the office, etc.;</p> <p>viii. Assisting PA, ITDA & SMSs in performing any office task specifically assigned by the PA, ITDA;</p> <p>ix. Miscellaneous minor functions as may be assigned from time to time.</p>		
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1. Name of Tendering Manpower Service Provider: _____
2. Details of Earnest Money Deposit: DD No. _____ date _____ of Rs. _____
drawn on Bank _____
3. Name of Proprietor/Partner/
Director: _____

4. Full Address of Registered : _____
Office _____

- Telephone No.: _____
- FAX No.: _____
- E-Mail Address: _____
5. Full address of Operating
/ Branch Office : _____

- Telephone No.: _____
- FAX No.: _____
- E-Mail Address: _____
6. Name & Telephone no. of : _____
Authorized office/person
To liaise with Field Office(s)
7. Banker of the Manpower Service Provider : _____
(Attach certified copy of statement of

A/C for the last Three Years) _____

Telephone Number: _____
 Of Banker

8. PAN/ GIR No. : _____
 (Attach attested copy)

9. Service Tax Registration No. : _____

10. E.P.F Registration No. : _____
 (Attach attested copy)

11. E.S.I Registration No. : _____
 (Attach attested copy)

12. Financial turnover of the tendering **Manpower Service Provider** for the last 3 Financial Years.

Financial Year	Amount (Rs. Lacs)	Remarks, if any
2012-13		
2013-14		
2014-15		

13. Additional information, if any : _____

(Attach separate sheet if space provided is insufficient)

14. Give details of the major similar contracts handled by the tendering Manpower Service Provider during the last three years in the following format:

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

Sr. No.	Name of client, address, telephone & Fax no.	Manpower Services Provided		Amount of contract (Rs. Lacs)	Duration of contract	
		Type of manpower provided	No.		From	To

15. Additional Information, if any
(Attach separate sheet, if required)

Signature of authorized person

Name:

Seal:

Date:

Place:

DECLARATION

1. I, _____ Son/Daughter /Wife of Shri _____
Proprietor / Director/ authorized signatory of the Service Provider, mentioned above, am
competent to sign this declaration and execute this tender document;
2. I have carefully read and understood all the terms and 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 of any
false information/ fabricated document would lead to rejection of my tender at any stage besides
liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

APPLICATION-FINANCIAL BID**For Providing Manpower Assistance to ODISHA TRIBAL EMPOWERMENT AND LIVELIHOODS PROGRAMME PLUS**

1. Name of tendering Manpower Service Provider:
2. Rate per person per month (8 hours per day) inclusive of all statutory liabilities, taxes, levies, cess etc :

Sl. No.	Manpower Type	Monthly Rate per person						
		*Take home remuneration	EPF	ESI	Other statutory dues if any	Service charge	Service Tax	Total per person
1.	Programme Officer (Planning, Monitoring & Evaluation)							
2.	Finance Officer							
3.	Watershed Development Officer							
4.	Programme Officer (Capacity Building)							
5.	Agriculture Officer							
6.	Accounts Clerk							
7.	Office Assistant							

*Minimum take home remuneration per person should be Rs.30, 000/- per month for Sl. No. 1 to 5 & Rs.5,200/- per month for Sl. No. 6 & 7.

Signature of authorized person

Full Name:

Seal:

Date:

Place:

Notes:

1. The total rates quoted by the tendering agency should be inclusive of all statutory/taxation liabilities in force at the time of entering into the contract.
2. The payment shall be made on conclusion of the calendar month only on the basis of no. of working days for which duty has been performed by each manpower.
3. **Bids quoted with abnormally low/ not reasonable service charges may not be considered.**

TERMS & CONDITIONS

GENERAL

1. The Agreement shall commence from the date of agreement and shall continue for one year unless it is curtailed or terminated by the authority owing to deficiency of service, sub-standard quality of manpower deployed, breach of contract etc or change in requirements.
2. The Agreement shall automatically expire on completion of one year from date of agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Department, at present, has tentative requirement **Programme Officers (Planning, Monitoring & Evaluation), Finance Officer, ten Watershed Development Officers, Programme Officers (Capacity Building), Agriculture Officers, Accounts Clerk & Office Assistant(Ten each)** on urgent basis .The requirement of the Department / Office may further increase or decrease marginally, during the period of initial contract also and the tenderer would have to provide additional manpower services, if required, on the same terms and conditions.
6. The Manpower Service Provider will be bound by the details furnished by it to the 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 terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
8. The persons deployed shall be required to report for work at 10.00 AM to the Project Administrator, ITDA or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 PM and may also required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, Proportionate deduction from the remuneration for one day will be made.
9. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
11. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
12. The Manpower 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. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before Programme Director, OTELP Plus.
13. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the functions/duties, or for payment towards any compensation.
14. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
15. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
16. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.

17. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost.*
18. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
19. The persons deployed by Manpower Service Provider should have good police records and no criminal case should be pending against them.
20. 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 Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.

LEGAL

21. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
22. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or Office concerned. The Department or office concerned shall have no liability in this regard.
23. The Manpower 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 Department or office concerned.
24. The Manpower 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.
25. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.

***Note: - Registration/License, under the Contract Labour (Regulation and Abolition) Act, 1970 is applicable to Manpower Service Provider employing more than 20 workmen.**

26. In case, the Manpower 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 or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
27. 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 Manpower 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 Security Deposit/ Performance Security Deposit.

FINANCIAL

28. The Technical Bid should be accompanied with an Earnest Money Deposit (EMD), refundable without interest, of (Rs. 96,240/-) in the form of Demand Draft / Pay Order drawn in favour of Programme Director, OTELP Plus **failing which the tender shall be rejected out rightly.**
29. The Earnest Money Deposit in respect of the agencies which do not qualify the Technical Bid (First Stage) / Financial Bid (Second Competitive Stage) shall be returned to them without any interest. **In case of successful tenderer if the agency fails to deploy the required manpower against the initial requirement within 30 days from date of placing the order the EMD shall stand forfeited without giving any further notice.**
30. The successful tenderer will have to deposit a Security Amount of **Rs.16,04,000.00 (Rupees Sixteen Lakhs and Four Thousand)** only in the form of Fixed Deposit Receipt(FDR) made in the name of the agency but hypothecated to the Programme Director, OTELP Plus , Bhubaneswar covering the period of

contract . In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

- 31.The successful tenderer will have to deposit a Performance Security Deposit only in the form of Bank Guarantee from only Nationalized Bank drawn in favour of Programme Director, OTELP Plus covering the period of contract. In case, the contract is further extended beyond the initial period, the Bank Guarantee will have to be accordingly renewed by the successful tenderer. The amount of Performance Security is to be determined by the Authority before execution of agreement.
- 32.In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
- 33.The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the Programme Director, OTELP PLUS in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
- 34.The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.
- 35.The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
- 36.The Programme Director, OTELP PLUS 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.
- 37.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 Chairperson, OTELP Plus for his decision and the same shall be binding on all parties.
- 38.All disputes shall be under the jurisdiction of the court at Bhubaneswar.
39. The successful bidder will enter into an agreement with OTELP Plus for supply of suitable and qualified manpower as per requirement of this Department on the above terms and conditions.

DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID

1. Application- Technical Bid;
2. Attested copy of registration of agency;
3. Certified copy of the statement of bank account of agency for the last three years;
4. Attested copy of PAN / GIR Card;
5. Attested copy of the latest IT return filed by agency;
6. Attested copy of Service Tax registration certificate;
7. Attested copy of the P.F registration letter / certificate;
8. Attested copy of the E.S.I registration letter / certificate;
9. Certified documents in support of the Financial turnover of the agency;
10. Certified documents in support of entries in column 13 of Technical Bid application;
11. **Copy of the terms and conditions at pages.....in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.**

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

For each post the names of two or three shortlisted persons to be furnished, so that the management have a choice of suitable candidate.

1. List of Manpower shortlisted by agency for deployment in OTELP Plus, containing full details i.e. date of birth, marital status, address, educational qualification etc.
2. Bio-data of all persons.
3. Any other document considered relevant.

AGREEMENT

This Agreement is made on this _____ day of _____ Between the Odisha Tribal Empowerment & Livelihoods Programme Plus represented by a Officer(as decided by the Authority), here-in- after referred to as the “Authority” which expression shall, where the context so requires or admits, also include its successors or assignees of the one part;

And

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

Whereas, the “Authority” desires that the services of “_____” are required in Odisha Tribal Empowerment & Livelihoods Programme Plus;

And whereas the “Manpower Service Provider” has offered its willingness to the same in conformity with the provisions of the agreement;

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

Now this agreement witnesses as below:-

1. That the Annexure containing the Terms and Conditions shall be deemed to form and to be read and construed as part of this agreement.
2. That in consideration of the payment to be made by the “Authority” to the “Manpower Service Provider”, the “Manpower Service Provider” hereby agrees with the “Authority” to provide personnel to be engaged as “**Programme Officers (Planning, Monitoring & Evaluation), Finance Officers, Watershed Development Officers, Programme Officers (Capacity Building), Agriculture Officers, Accounts Clerks & Office Assistants**” in the **Odisha Tribal Empowerment & Livelihoods Programme Plus** in conformity with the provisions of the Terms and Conditions.
3. That the “Authority” hereby further agrees to pay the “Manpower Service Provider” the contract price at the time and in the manner prescribed in the said Terms and Conditions.
4. That in the event of any dispute that may arise it shall be settled as per the Terms and Conditions of the contract.
5. That this agreement is valid up to _____, 2017.

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

**Signature of the Officer
Authorized to sign on behalf of
Manpower Service Provider**

**Signature of the Authority
An officer acting in the premises
for and on behalf of the
Odisha Tribal Empowerment &
Livelihoods Programme Plus**

In the presence of witness:-

Witness

1. Name:
Address:
2. Name:
Address:

Witness

1. Name:
Address:
2. Name:
Address:

ANNEXURE
TERMS & CONDITIONS OF THE AGREEMENT

1. The Agreement shall commence for one year from the date of 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 Agreement shall automatically expire on completion one year from date of agreement unless extended further by the mutual consent of the Manpower Service Provider and the Authority.
3. The Agreement may be extended, on the same terms and conditions or with some additions / deletions / modifications, for a further specific period mutually agreed upon by the Manpower Service Provider and the Authority.
4. The Manpower Service Provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this Agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The Manpower 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.
6. The Authority reserves the right to terminate the Agreement during initial period also after giving 15 days notice to the Manpower Service Provider.
7. The persons deployed shall be required to report for work at 10.00 AM to the Project Administrator, ITDA or such other Officer as may have been kept in charge of the Office Establishment of the Office concerned and would leave at 5.00 PM and may also be required to work beyond 5.00 PM for which he would not be paid any extra remuneration. In case, the person deployed remains absent on a particular day or comes late/ leaves early on three occasions, Proportionate deduction from the remuneration for one day will be made.
8. The Manpower Service Provider shall nominate a coordinator who shall be responsible for immediate interaction with the Department so that optimal services of the persons deployed could be availed without any disruption.
9. The entire financial liability in respect of manpower services deployed in the Department or Office concerned shall be that of the Manpower Service Provider and the Department or Office concerned will in no way be liable. It will be the responsibility of the Manpower Service Provider to pay to the person deployed a sum not less than the minimum rate quoted in the financial bid and adduce such evidence as may be required by the Department or Office concerned.
10. For all intents and purposes, the Manpower Service Provider shall be the "Employer" within the meaning of different Rules & Acts in respect of manpower so deployed. The persons deployed by the Manpower Service Provider shall not have any claim whatsoever like employer and employee relationship against the Department or Office concerned.
11. The Manpower 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. In case the grievances of the deployed person are not attended to by the Manpower Service Provider the deployed person can place their grievance before a Joint Committee consisting of a representative of the Department or Office concerned and an Authorized representative of the Manpower Service Provider.
12. The Department shall not be responsible for any financial loss or any injury to any person deployed by the Manpower Service Provider in the course of their performing the function/duties, or for payment towards any compensation.
13. The persons deployed by the Manpower Service Provider shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed employees during the currency or after expiry of the Agreement.
14. In case of termination of this Agreement on its expiry or otherwise, the persons deployed by the Manpower Service Provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.

15. The person deployed shall not claim any benefit or compensation or absorption or regularization of deployment with office under the provision of Rules and Acts. Undertaking from the person deployed to this effect shall be required to be submitted by the Manpower Service Provider.
16. The Manpower Service Provider must be registered with the concerned Govt. Authorities, i.e. Labour Commissioner, Provident Fund Authorities, Employees State Insurance Corporation etc., and a copy of the registration should be submitted. The Manpower Service Provider shall comply with all the legal requirements for obtaining License under Contract Labour (Regulations and Abolition) Act, 1970 if any, at his own part and cost, if required under the Act.
17. The Manpower Service Provider shall provide a substitute well in advance if there occurs any probability of the person leaving the job due to his/her own personal reasons. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Manpower Service Provider. The Manpower Service Provider shall be responsible for contributions towards Provident Fund and Employees State Insurance, wherever applicable.
18. The persons deployed by Manpower Service Provider should have good police records and no criminal case should be pending against them.
19. 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 Manpower Service Provider shall be responsible for any act of indiscipline on the part of the persons deployed.
20. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Manpower Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.
21. The Manpower Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of worker in respect of the persons deployed by it in the Department or Office concerned. The Department or office concerned shall have no liability in this regard.
22. The Manpower 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 Department or office concerned.
23. The Manpower 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.
24. The Tax deduction at Source (T.D.S) shall be done as per the provisions of Income Tax Act/ Rules, as amended, from time to time and a certificate to this effect shall be provided by the Department or office concerned.
25. In case, the Manpower 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 or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Manpower Service Provider, to the extent of the loss or obligation in monetary terms.
26. 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 Manpower 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.
27. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Manpower Service Provider shall be liable to be forfeited besides annulment of the Agreement.
28. The Manpower Service Provider shall raise the bill, in triplicate, along with attendance sheet duly verified by the Department or Office concerned in respect of the persons deployed and submit the same to the prescribed authority in the first week of the succeeding month. As far as possible the payment will be released by the second week of the succeeding month.
29. The claims in bills regarding Employees State Insurance, Provident Fund, and Service Tax etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill month. A requisite

portion of the bill or whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Department or Office concerned.

30. The amount of penalty calculated @ Rs.100/- per day on account of delay, if any, in providing a suitable substitute for the period beyond three working days by the Manpower Service Provider shall be deducted from its monthly bills in the succeeding month.
31. 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.
32. 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 Chairperson, OTELP Plus for his decision and the same shall be binding on all parties.
33. All disputes shall be under the jurisdiction of the court at Bhubaneswar.