



# **TENDER DOCUMENTS**

**FOR**

## **SELECTION OF MANPOWER SERVICE PROVIDER FOR ADDITIONAL DATA ENTRY OPERATOR UNDER ADDITIONAL CHIEF ENGINEER, R.W.S&S CIRCLE, KORAPUT**

| <b>Sl.No.</b> | <b>Nature of manpower</b> | <b>Requirement</b> | <b>Name of the RWSS office</b> |
|---------------|---------------------------|--------------------|--------------------------------|
| 1             | Data Entry Operator       | 1 nos              | RWS&S Circle<br>Koraput        |
| 2.            | Data Entry Operator       | 1 nos              | RWS&S Division<br>Koraput      |
| 3             | Data Entry Operator       | 1 nos              | RWS&S Division<br>Nabarangapur |

**OFFICE OF THE ADDL CHIEF ENGINEER,  
R.W.S&S Circle, Koraput**

☎ (06852) 250640 E-mail:- acerwsskpt@gmail.com

TENDER CALL NOTICE No \_\_\_\_\_OF/. 2021-22 dt.

Addl Chief Engineer RWS&S Circle, Koraput, At- DNK Colony, Dist-Koraput invites sealed Tenders from Outsourcing Agencies/ Service Provider for expression of interest to provide a panel of candidates for selection of following category of manpower for different RWS&S Division under RWS&S Circle Koraput.

| Sl.No. | Nature of manpower  | Requirement | Name of the RWSS office     |
|--------|---------------------|-------------|-----------------------------|
| 1      | Data Entry Operator | 1 nos       | RWS&S Circle Koraput        |
| 2.     | Data Entry Operator | 1 nos       | RWS&S Division Koraput      |
| 3      | Data Entry Operator | 1 nos       | RWS&S Division Nabarangapur |

The detailed terms and conditions can be available in the office of the undersigned during office hours on working days or may be downloaded from the official website [www.koraput.nic.in](http://www.koraput.nic.in). The tender paper will be sold in the office of the Superintending Engineer RWS&S Division Koraput during the office working hours from 08.10.2021 upto 1.00PM of 25.10.2021 by depositing Rs.1000/- (Rupees one thousand) only towards the cost of paper and receipt of the same up to 5PM Dt-27.10.2021 by hand in dropping on the box or by speed-post or by courier. The undersigned will not be responsible for any postal delay. The tender/expression of interest will be opened on 28.10.2021 at 11 A.M in the office chamber of the Addl Chief Engineer, RWS&S Circle, Koraput by the undersigned in presence of the tenderer or their authorized agents. The interested outsourcing Agencies will attend the Tender along with the required documents and EMD to the tune of Rs. 8,000/-(Rupees Eight Thousand) in shape of NSC or Term Deposit of any Nationalized Bank duly pledged in favour of the Addl Chief Engineer, RWS&S Circle, Koraput. The Tender document must be sealed in an envelope and submitted to the undersigned, superscripted as "Tender for providing Man power Service to RWS&S Division Koraput/ RWS&S Division Nabarangapur/ RWS&S Circle Koraput". Other details can be seen in the bid documents and no conditional tender will be accepted.

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

Addl Chief Engineer  
RWS&S Circle. Koraput.

Memo No. \_\_\_\_\_/Dt

A Soft copy of tender call notice and DTCN forwarded to Director, NIC(State Portal group) I.T Center of state secretariat , BBSR/District Informatics Officer, NIC Koraput for display of the tender in the Govt web site.

Encl- CD one (01) no

Addl Chief Engineer,  
RWS&S Circle, Koraput

Memo No. \_\_\_\_\_ Dt

Copy submitted to the

- 1) Engineer in Chief, RWS&S (Orissa), Bhubaneswar./ Engineer in Chief, PH (Orissa), Bhubaneswar.
- 2) All Addl Chief Engineer, RWS&S Circle with a request to display the advertisement in their Office Notice Board for general information.

Addl Chief Engineer,  
RWS&S Circle, Koraput

Memo No. \_\_\_\_\_ Dt

- 1) Copy submitted to the Collector & District Magistrate, Koraput/Nabarangapur with a request to display the advertisement in their Office Notice Board for general information.
- 2)

Addl Chief Engineer,  
RWS&S Circle, Koraput

Memo No. \_\_\_\_\_ Dt.

Copy forwarded to the

All Superintending Engineer, RWS&S Division/All Executive Engineer, P.H. Division/All Executive Engineer, Mechanical Division/All Executive Engineer, GPH. Division with a request to display the advertisement in their Office Notice Board for general information.

Addl Chief Engineer,  
RWS&S Circle, Koraput

Memo No. \_\_\_\_\_ Dt.

Copy to Estimating Branch & Guard file under this office for information.

Addl Chief Engineer,  
RWS&S Circle, Koraput

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**TENDER DOCUMENT**

**IMPORTANT INFORMATION TO THE BIDDER**

- |  |   |
|--|---|
| a) Availability of tender document   | web site koraput.nic.in<br>& Office of SE RWSS Division,<br>Koraput.                    |
| b) Date of Issue of tender Document from cash section, RWS&S Division , Koraput.   | From 08/10/2021 upto 1PM of<br>25/10/2021 during office hour ( except Sunday & holiday) |
| c) Date and Time for submission of the Tender documents in dropping box of RWS&S Division, Koraput.  | Upto 05 PM of 27/10/2021  |
| d) Cost of tender paper<br>(In cash if purchased from O/O SE RWS&S Division Koraput. & in shape of DD/ Banker's cheque drawn in favour of SE RWS&S Division Koraput. which in case of downloaded from web site which will be annexed with the Technical Bid) | Rs1,000.00 (Non refundable)   |
| e) Earnest Money Deposit   | Rs. 8000.00   |
| f) Date, time and venue of opening   | 28/10/2021 at 11.00 AM  |
| i) Technical Bid   | Will be communicated after technical evaluation.  |
| ii) Financial Bids of eligible Tenders and selection   | Office of Additional Chief Engineer,R.W.S&S Circle Koraput.                             |
| g) Venue   | 10/11/2021  |
| h) Likely date for commencement of deployment of required manpower.  |   |
| l) Issue to Agency.....  | Payment of Rs.<br>Money receipt No.<br>Book No.<br>Date-                                |

Addl Chief Engineer,  
RWS&S Circle, Koraput

**SCOPE OF WORK AND GENERAL INSTRUCTION FOR BIDDERS**

1. The Additional Chief Engineer R.W.S&S Circle, Koraput requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of **Data Entry Operator** on outsource basis for RWS&S Circle Koraput, RWS&S Division Koraput & RWS&S Division Nabarangpur.
2. The candidates provided by the Manpower service provider for deployment will be selected through a selection process by the selection committee chaired by Additional Chief Engineer R.W.S&S Circle, Koraput. Preference will be given the experience candidates who have experience (Minimum 02years) in the same field. The Manpower service provider will provide alternate candidates against failure candidate. Preferably the service provider may send the candidature for the Data Entry Operator to RWS&S Circle Koraput ,RWS&S Division Koraput & RWS&S Division Nabarangpur **(as per the instruction of EIC, RWSS, Odisha , BBSR vide his letter No.4610 date-21.05.2021)**. The contract for providing the aforesaid manpower is likely to commence from **01/12/2021 and would continue till 31/12/2022**. The period of the contract may be further extended beyond **31/12/2023** provided that the requirement of the Additional Chief Engineer R.W.S&S Circle, Koraput, Superintending Engineer R.W.S&S Division Nabarangpur & Superintending Engineer, RWS&S Division Koraput for manpower persists at that time or may be curtailed / terminated before **31/12/2022** owing to deficiency in service. **OR** because of change in the Additional Chief Engineer R.W.S&S Circle, Koraput, Superintending Engineer R.W.S&S Division Nabarangpur & Superintending Engineer, RWS&S Division Koraput requirements. The Additional Chief Engineer, RWS&S Circle, Koraput however, reserves the right to terminate this initial contract at any time after giving 15 days notice to the selected Service Provider.
3. Additional Chief Engineer R.W.S&S Circle, Koraput, Superintending Engineer R.W.S&S Division Nabarangpur & Superintending Engineer, RWS&S Division Koraput have requirement of 3 (Three) nos. of **Additional Data Entry Operator**.
4. The estimated cost of the contract is around Rs 4.32 lakhs ./- (Rupees Four Lakh Thirty Two thousand ) only per year.
5. The interested Manpower Service Providers may submit the tender document complete in all respects along with EMD and other requisite documents on or

before **27/10/2021 at 5.00 P.M** addressed to Additional Chief Engineer R.W.S&S Circle, Koraput in dropping box of RWSS Circle, Koraput.

6. 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 Additional Chief Engineer R.W.S&S Circle, Koraput & "Financial Bid for Providing Manpower Services" to Additional Chief Engineer R.W.S&S Circle, Koraput Both sealed envelopes should be kept in another sealed envelope super scribing "Tender for Providing Manpower Services to Additional Chief Engineer R.W.S&S Circle, Koraput. The tender should be addressed to Additional Chief Engineer R.W.S&S Circle, Koraput.
7. Earnest Money Deposit (EMD) : The bidder is to furnish EMD of **Rs8000/- (Rupees Eight thousand only)** /The EMD ( refundable -without interest), may be submitted in NSC or Term Deposit of any Nationalized Bank duly pledged in favour of Additional Chief Engineer R.W.S&S Circle, Koraput failing which the tender shall be rejected summarily. The instrument in original should be necessarily accompanied with the Technical Bid of the service provider.
8. The tendering Manpower Service providers are required to enclose self attested photocopies of the following documents along with the Technical Bid, failing which their bids shall be summarily / out rightly rejected and will not be considered any further:
  - (a) Registration certificate of the applicant's organization.
  - (b) Documentary proof of the registered office or one of the branch offices of the manpower service providers located within the jurisdiction of the user's office.
  - (c) Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
  - (d) Copy of the bank pass book in the name of the organization along with bank statement containing transactions made during the year **2020-21**.
  - (e) Copy of PAN / GST card.
  - (f) Copy of the IT return filed for the last three financial year i.e., 2018-19, 2019-20 & 2020-21.(i.e. Assessment Year 2019-20, 2020-21 & 2021-22).

- (g) Copy of Service Tax registration certificate (ST-02) & ST-03 return as on 31/03/2021.
  - (h) Copies of EPF and ESI registration certificates.
  - (i) Copies of EPF Electronic Challan Return (ECR) and remittance conformation slip for the month of July 2021 & August 2021.
  - (j) Copy of ESI return as on March 2021 and e-challan of ESI for the month of July 2021 & August 2021.
  - (k) Copy of valid Contract labour License (R & A) Act, 1970.
  - (l) Copy of the Audited Statement of accounts (Balance Sheet .Profit & Loss A/C etc.) showing minimum annual turnover of Rs.10 lakhs each in the Financial Year (FY) 2018-19, 2019-20 & 2020-21.
  - (m) Copy of single contract on similar work worth Rs.10.00 lakhs in FY 2018-19, 2019-20 & 2020-21.
  - (n) EMD as mentioned in para-07.
  - (o) Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.  
**Note: The Bidders who meets the qualitative requirements specified in the Technical Bid will only be considered for participating in the Financial Bid. Financial Bid of the technically disqualified bidders will not be opened.**
9. The conditional bids shall not be considered and will be out rightly rejected in very first instance.
10. 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 initiated by the person authorized to sign the tender bids.
11. The Technical bids shall be opened on the scheduled date and time at **11 A.M on 28/10/2021** in the Office of the Addl. Chief Engineer R.W.S&S Circle, Koraput in presence of the representatives of the Manpower Service providers, if any, who wish to be present on the spot at that time.

12. The Financial Bid of only those tendered will be opened whose Technical bids are found in order. The date time & place of opening of Financial BID will be communicated after evaluation of Technical BID.
13. The Addl. Chief Engineer R.W.S&S Circle, Koraput reserves the right to reject all **OR** any of the bids without assigning any reasons there off.

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

1. The tendering manpower service provider should fulfill the following technical specification.
  - a. They should be registered with the appropriate registration authority;
  - b. The registered office or one of the branch offices of the manpower service providers should be located within the jurisdiction of user's office.
  - c. They should have at three years' experience in providing manpower to State Government/ Central Government Departments/PSU on similar work.
  - d. They should have their own Bank Account.
  - e. They should be registered with Income Tax and filed IT-Return for FY 2018-19, 2019-20 & 2020-21 (i.e.Assessment Year 2019-20, 2020-21 & 2021-22)
  - f. They should be registered with Service Tax Department and obtained ST-3 Return up to 31/03/2021.
  - g. They should be registered with appropriate authorities under Employees Provident Fund and obtained e-challan up to August 2021.
  - h. They should be registered with appropriate authorities under Employees State Insurance Acts and obtained return upto March 2021 and e-challan on ESI upto August 2021.
  - i. They should have obtained valid contract Labour License [ R & A ] Act, 1970 any other regulatory clearance that may be required for providing manpower
  - j. They should have minimum annual turn over of Rs.10 lakhs in the FY 2018-19, 2019-20 & 2020-21.
  - k. Execution of single contract on similar work worth Rs. 10.00 lakhs in FY, 2018-19, 2019-20 & 2020-21.

**QUALIFICATION OF MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL**

**2. MANPOWER SERVICE PROVIDER AT RWS&S CIRCLE KORAPUT, RWS&S**

**DIVISION KORAPUT & RWS&S DIVISION NABARANGPUR**

1. She/ He should be above 18 years of age and not exceeding 40 years as on  
01/01/2021.
2. Minimum Educational Qualification of different manpower is as under
  - (a) Additional Data Entry Operator - Graduation in any stream with PGDCA.

**APPLICATION- TECHNICAL BID**

**For Providing Manpower Services, Additional Chief Engineer R.W.S&S Circle, Koraput**

1. Name of Tendering Manpower Service Provider: \_\_\_\_\_.

2. Details of Earnest Money Deposit: NSC/TDR of Date \_\_\_\_\_ of Rs. \_\_\_\_\_

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 Officer / Person to liaise with Field Office (s):

\_\_\_\_\_

7. Banker of 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. (Attach attested copy): \_\_\_\_\_

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 below mentioned Financial Years on similar contract:

| Financial Year | Amount (in lakhs) | Remarks, if any |
|----------------|-------------------|-----------------|
| 2018-19        |                   |                 |
| 2019-20        |                   |                 |
| 2020-21        |                   |                 |

13. Additional information, if any (Attach Separate Sheet if space provided is insufficient):
14. Give details of the contracts handled by the tendering Manpower Service Provider during the last three years i.e.2018-19, 2019-20 & 2020-21 in the following format.  
(if the space provided is insufficient, a Separate Sheet may be attached)

| Sl. No | Name of Client address, Telephone & Fax No. | Manpower service Provide |     | Amount of contract (Rs. In lakhs) | Duration of contract |    |
|--------|---|--------------------------|-----|-----------------------------------|----------------------|----|
|        |   | Type of manpower provide | No. |                                   | From                 | To |
|        |   |                          |     |                                   |                      |    |
|        |   |                          |     |                                   |                      |    |
|        |   |                          |     |                                   |                      |    |
|        |   |                          |     |                                   |                      |    |
|        |   |                          |     |                                   |                      |    |

15. Additional information, if any (Attach Separate Sheet, if required):

Date:

Place:

Signature of Authorized Person

Name:

Seal :

**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.

Date:

Place:

Signature of Authorized Person

Name:

Seal :

**APPLICATION - FINANCIAL BID****3. For Providing Manpower Services, RWS&S Circle Koraput, RWS&S Division Koraput & RWS&S Division Nabrangpur.**

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                  | Remuneration | Employer share of EPF | Employer share of ESI | Other Statutory dues, if any | Service Charge | Service tax | Total per person |
|---------|--------------------------------|--------------|-----------------------|-----------------------|------------------------------|----------------|-------------|------------------|
| 1       | Additional Data Entry Operator | 12,000/-     |                       |                       |                              |                |             |                  |

\*Minimum take home remuneration per person shall be Rs.12,000/- for Additional Data Entry Operator.

Date:

Signature of Authorized Person

Place:

Name:

Seal :

**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. Tender of the Bidder quoted less remuneration than the remuneration mentioned above will be rejected.
4. As Additional Chief Engineer R.W.S&S Circle, Koraput is to deduct TDS(IT) @ 2% of the gross billed amount, the service charges quoted should not be less than 2% of the gross amount. Bid of the Bidder quoting less than 2% of the gross amount as service charges will be rejected.
5. EPF/ESI, Service tax is to be calculated as per existing rules. Evaluation Committee of selection is authorized to make corrections in case of wrong calculation made by the bidder in respect of EPF, ESI Service tax rate while determining the lowest-01(L1) bidder. In this regard the decision of selection committee is final and binding to all the bidder.

**TERMS AND CONDITIONS**

**GENERAL**

1. The Agreement shall commence from **01/12/2021** and shall continue till **31/12/2022** unless it is curtailed or terminated by the authority owing to deficiency of service, breach of contract etc or change in requirements of Additional Chief Engineer R.W.S&S Circle, Koraput
2. The Agreement shall automatically expire on **31/12/2022** unless extended further by the mutual consent of the manpower service provider and the authority.
3. The Agreement may be extended, on the same terms and condition or with some additions/deletions/modification, for a further specific period mutually agreed upon by the manpower service provider and the Authority.
4. The manpower service provider shall not be allowed to transfer, assign, pledge or subcontract its rights and liabilities under this agreement to any other agency or organization by whatever name be called without the prior written consent of the Authority.
5. The manpower service provider will be bound by the details furnished by it to the Authority while submitting the tender or at subsequent state. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of Agreement making it liable for legal action besides termination of the agreement.
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 person deployed shall be required to report for work at 10.00 AM and may also require 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 authorized officer of Additional Chief Engineer R.W.S&S Circle, Koraput so that optimal services of the persons deployed could be availed without any disruption.
  9. The entire financial liability in respect of manpower service deploy in the Additional Chief Engineer, RWS&S Circle, Koraput, Superintending Engineer R.W.S&S Division, Koraput & Superintending Engineer R.W.S&S Division, Nabarangpur shall be that of the manpower service provider and the Additional Chief Engineer, RWS&S Circle, Koraput, 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 evidences as may be required by the Additional Chief Engineer, RWS&S Circle, Koraput.
  10. The payment of remuneration to the manpower has to be through a/c payee cheque only. No cash payment can be made to them.
  11. For all intents and purposes, the manpower service provider shall be "Employer" within the meaning of different Rules and Acts in respects of manpower so deployed. The person deployed by the manpower service provider shall not have any claim whatsoever like employer and employee relationship against the Additional Chief Engineer, RWS&S Circle, Koraput.
  12. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. Additional Chief Engineer, RWS&S Circle, Koraput shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance 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 Additional Chief Engineer, RWS&S Circle, Koraput and authorized representative of the manpower service provider.
  13. The Additional Chief Engineer, RWS&S Circle, Koraput 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 in 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 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 Department, Provident Fund Authorities, Employees State Insurance Corporation etc. and a copy of the registration certificate 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, whatever applicable.
19. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.
20. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Additional Chief Engineer, RWS&S Circle, Koraput concerned. The manpower service provider shall be responsible for any act of indiscipline on the part of the person deployed.

**LEGAL**

21. The person 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 application 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 Additional Chief Engineer R.W.S&S Circle, Koraput, Superintending Engineer RWS&S Division, Koraput & Superintending Engineer RWS&S Division Nabrangpur. The Additional Chief Engineer, RWS&S Circle, Koraput, shall have no liabilities 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 Additional Chief Engineer, RWS&S Circle, Koraput to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the Additional Chief Engineer, RWS&S Circle, Koraput.
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 Additional Chief Engineer, RWS&S Circle, Koraput or any other authority under law.
25. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the Additional Chief Engineer, RWS&S Circle, Koraput.  
**\*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 Additional Chief Engineer, RWS&S Circle, Koraput is put to any loss/obligation, monetary or otherwise, Additional Chief Engineer, RWS&S Circle, Koraput will be entailed to get itself reimbursed out of

the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.

27. The Agreement is liable to terminated because of non-performance, deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Additional Chief Engineer, RWS&S Circle, Koraput will have no liability towards non-payment of remuneration to the person 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 Additional Chief Engineer, RWS&S Circle, Koraput concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the Performance Security deposit.

### **FINANCIAL**

28. The technical bid should be accompanied with an earnest money deposit (EMD), refundable without interest, as per para-07 of Scope of work and general instructions to the bidders in the form of NSC/TDR pledged in favour of Additional Chief Engineer, RWS&S Circle, Koraput 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 state)/ Financial bid (second competitive stage) shall be returned to them without any interest. In case of successful tendered if the agency fails to deploy the required manpower against the initial requirement within **30** days from date of place in the order, the **EMD** shall stand forfeited without giving any further notice.
30. The successful Tenderer will have to deposit a Performance security deposit of 5% of the contract value only in form of NSC/TDR dully pledged in favour Additional Chief Engineer, RWS&S Circle, Koraput. In case, the contract is further extended beyond the initial period the Bank guarantee will have to be accordingly renewed by the successfully tenderers. In case of renewal the amount of performance security deposit is to be determined by the Additional Chief Engineer, RWS&S Circle, Koraput taking in to account the contractual obligation of the manpower service provider.

31. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
32. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of Acquittance Roll exhibiting payment released to each personnel , attendance sheet alongwith the bill (in triplicate) There after it shall be reimbursed by Additional Chief Engineer, RWS&S Circle, Koraput after verification.
33. The claim in bills regarding employee's service tax, etc. should be necessarily accompanied with documentary proof pertaining to the concerned bill of the month. A requisite portion of the bill or.
34. Whole of the bill amount shall be held up till such proof is furnished, at the discretion of the Additional Chief Engineer, RWS&S Circle, Koraput.
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 manpower service provider shall be deducted from its monthly bills in the succeeding month.
36. The authority reserve the right to withdraw or relax any of the terms and conditions 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 next higher Authority or controlling officer for his/her decision and the same shall be binding on all parties.
38. All disputes shall be under the jurisdiction of the court located at the headquarters of the authority. Who has executed the agreement.
39. The successful bidder will enter into an agreement with Additional Chief Engineer, RWS&S Circle, Koraput for supply of suitable and qualified manpower as per requirement of Additional Chief Engineer, RWS&S Circle, Koraput Superintending Engineer R.W.S&S Division, Koraput & Superintending Engineer, RWS&S Division, Nabarangpur on the above terms and condition.

**PAYMENT TERMS**

40. The absentee statement of the persons engaged during a month will be sent to the service provider by 5<sup>th</sup> of the succeeding month. The service provider will submit the remuneration bill in triplicate of engaged personnel after receiving of change statement along with bank statement of the preceding month showing payment of remuneration.
41. All the payment may be transacted through Online Payment only.
42. The out sourcing agency /Service provider shall transfer the monthly remuneration of Data Entry Operator to their account within 7 days of online from RWSS division positively without fail Rs 12,000/ through Online payment.
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. All disputes shall be under the jurisdiction of the court located at the head quarter of the authority who has executed the Agreement.
45. The successful bidder will enter into an agreement with this Additional Chief Engineer, RWS&S Circle, Koraput, for supply of suitable and qualified manpower as per requirement of this office on the above terms and conditions.

**SELF ATTESTED DOCUMENTS TO BE PROVIDED WITH THE TECHNICAL BID**

1. Application -Technical Bid.
2. Documentary proof of the registered office or one of the branch offices of the manpower service providers located in .....
3. Documentary proof of 03 years experience in providing manpower service to State Government/ Central Government Departments/PSU on similar work.
4. Copy of the bank pass book in the name of the organization along with bank statement containing transactions made during the year **2020-21**.
5. Copy of PAN/GiR card.
6. Copy of the IT return filed for the last three financial year.i.e., 2018-19, 2019-20 & 2020-21.(i.e.Assessment Year 2019-20, 2020-21 & 2021-22)
7. Copy of Service Tax registration certificate(ST-02) & ST-03 return as on 31/03/2021.
8. Copies of EPF and ESI registration certificates.
9. Copies of EPF Electronic Challan Return(ECR) and remittance conformation slip for the month of July 2021 & August 2021.
10. Copy of ESI return as on March 2021 and e-challan of ESI for the month of July 2021 & August 2021.
11. Copy of valid Contract labour License (R & A) Act, 1970.
12. Copy of the Audited Statement of accounts (Balance Sheet .Profit & Loss A/C etc.) showing minimum annual turn over of 10 lakhs in the Financial Year (FY) 2018-19, 2019-20 & 2020-21.
13. Copy of single contract on similar work worth Rs. 10.00 lakhs in FY 2018-19, 2019-20 & 2020-21.
14. EMD as mentioned in para-07 of the scope of work of the tender document in shape of NSC/TDR dully pledged.
15. Tender Document duly signed and sealed by the authorized person of the service provider in each page as a token of acceptance of all terms and conditions of the Bid.

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

1. List of Manpower namely Data Entry Operator of Additional Chief Engineer, RWS&S Circle, Koraput, Superintending Engineer R.W.S&S Division, Koraput & Superintending Engineer, RWS&S Division, Nabarangpur will be submitted at Office of the Additional Chief Engineer, RWS&S Circle, Koraput containing full details i.e. date of birth, marital status, address, educational qualifications, experience, etc.
2. Bio-data of all persons-
3. Any other document considered relevant-

**AGREEMENT**

This agreement made on this \_\_\_\_\_ day between the Additional Chief Engineer, RWS&S Circle, Koraput, represented by \_\_\_\_\_, herein after referred to as the "Authority" which expression shall, where the context so requires or admits, also include its successors or assigns of the one part.

**And**

M/s \_\_\_\_\_ represented by Sri \_\_\_\_\_

Herein 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" desire that the service of \_\_\_\_\_ are required in Additional Chief Engineer, RWS&S Circle, Koraput) Department/office.

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

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

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

1. That the annexure containing the terms and conditions shall be deemed to form and to be read and constructed 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 in the (name of the office) in conformity with the provisions of the terms 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 & 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 upto **31/12/2022**.

**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 unto affixed or manpower  
To service provider

Signature of the officer authority  
Officer acting in the premises and  
and on behalf of, Additional Chief  
Engineer, RWS&S Circle, Koraput **In  
the presence of witness**

**Witness**

**Witness**

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

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

**ANNEXURE**

**TERMS & CONDITIONS OF THE AGREEMENT**

1. The candidates provided by the Manpower service provider for deployment will be selected through a selection process by the selection committee chaired by Additional Chief Engineer, RWS&S Circle, Koraput. The Manpower service provider will provide alternate candidates against failure candidate. Preferably the service provider may send the candidature for the Additional Data Entry Operator working under Additional Chief Engineer, RWS&S Circle, Koraput, Superintending Engineer R.W.S&S Division, Koraput & Superintending Engineer, RWS&S Division, Nabrangpur. The agreement shall commence from **01/12/2021** and shall continue till **31/12/2022** 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 **01/01/2023** 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 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 right 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 a subsequent stage. In case any of such documents furnished by it is found to be false at any stage, it would be deemed to be breach of terms of agreement making it liable for legal action besides termination of 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 Additional Chief Engineer, RWS&S Circle, Koraput and may also required to work beyond 5.00 PM for which he/she 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 person deployed may be called on holidays to attend duty and shall not paid extra remuneration by this office on attending such duty.
9. The manpower service provider shall nominate a coordinator who shall be responsible for immediate interaction with the SPO, so that optimal services of the persons deployed could be availed without any disruption.
10. The entire financial liability in respect of manpower service deploy in the Additional Chief Engineer, RWS&S Circle, Koraput be that of the manpower service provider and the Additional Chief Engineer, RWS&S Circle, Koraput 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 evidences as may be required by the Additional Chief Engineer, RWS&S Circle, Koraput.
11. The payment of remuneration to the manpower has to be through bank account only. No cash payment can be made to them.
12. For ail intents and purposes, the manpower service provider shall be "Employer" within the meaning of different rules and acts in respects of manpower so deployed. The person deployed by the manpower service shall not have any claim whatsoever like employer and employee relationship against the Additional Chief Engineer, RWS&S Circle, Koraput , Superintending Engineer R.W.S&S Division, Koraput & Superintending Engineer RWS&S Division, Nabarangpur.
13. The manpower service provider shall be solely responsible for the redressal of grievances or resolution of disputes relating to person deployed. The State Project Office shall, in no way be responsible for settlement of such issues whatsoever. In case the Grievance 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 Additional Chief Engineer, RWS&S Circle, Koraput concerned and authorize representative of the manpower service provider.

14. The Additional Chief Engineer, RWS&S Circle, Koraput 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.
15. 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.
16. In case of termination of this agreement in its expiry or otherwise the persons deployed by the manpower service provider shall not be entitled to and shall have no claim for any absorption in regular or other capacity.
17. The person deployed shall not claim any benefit or compensation 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.
18. 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 certificate 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 of cost.
19. 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, whatever applicable.
20. The person deployed by the manpower service provider should have good police records and no criminal case should be pending against them.

21. The person deployed should be polite, cordial and efficient while handling the assigned work and their actions should promote good will and enhance the image of the Additional Chief Engineer, RWS&S Circle, Koraput. The manpower service provider shall be responsible for any set of indiscipline on the part of the person deployed.
22. The person 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 application laws besides, action for breach of contract.
23. 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 Additional Chief Engineer, RWS&S Circle, Koraput shall have no liabilities in this regard.
24. The manpower service provider shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered by it to the Additional Chief Engineer, RWS&S Circle, Koraput concerned to the concerned tax collection authorities from time to time, as per the rules and regulations in the matter. Attested Xerox copy of such documents shall be furnished to the office concerned.
25. The manpower service provider shall maintain all statutory registers under the law and shall produce the same on demand, to the authority of the Additional Chief Engineer, RWS&S Circle, Koraput or office concerned or any other authority under law.
26. The tax deduction at source(T.D.S) shall be done as per the provision as per the income tax act/rule, as amended from the time to time and certificate to this effect shall be provided by the Additional Chief Engineer, RWS&S Circle, Koraput or office concerned.
27. In case the manpower service provider fails to comply with any liability under appropriate law and as result thereof, the Additional Chief Engineer, RWS&S Circle, Koraput or the office concerned is put to any loss/obligation, monetary or otherwise,

the Additional Chief Engineer, RWS&S Circle, Koraput will be entailed to get itself reimbursed out of the outstanding bills or the performance security deposit of the manpower service provider to the extent to the loss or obligation in monetary terms.

28. Agreement is liable to terminated because of non-performance deviation of terms and condition of contract, non-payment of remuneration of employed person and non-payment of statutory dues. The Additional Chief Engineer, RWS&S Circle, Koraput or office concerned will have no liability towards non-payment of remuneration to the person 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 Additional Chief Engineer, RWS&S Circle, Koraput or office concerned by the person deployed, the same will be recovered from the unpaid bills or adjusted from the performance security deposit.
29. In case of breach of any terms and conditions attached to the agreement, the performance security deposit of the manpower service provider shall be liable to be forfeited besides annulment of the agreement.
30. The manpower service provider will be responsible for payment of wages/remuneration/salary to the personnel deployed by them .Each month the Agency shall furnish photocopy of Acquaintance Roll exhibiting payment released to each personnel , attendance sheet along-with the bill (in triplicate) There after it shall be reimbursed by Additional Chief Engineer, RWS&S Circle, Koraput, Superintending Engineer, RWS&S Divison, Koraput & Superintending Engineer, RWS&S Divison, Nabarnagpur after verification.
31. The claim in bills regarding Service Tax, Employees State Insurance, Provident Fund etc. should necessarily accompany 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 Additional Chief Engineer, RWS&S Circle, Koraput or office concerned.
32. 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 manpower service provider shall be deducted from its monthly bills in the succeeding month.

33. The authority reserve the right to withdraw or relax any of the terms and conditions mentioned above so as to overcome the problem encountered at a later stage.
34. 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 for controlling officer for his decision and the same shall be binding on all parties.
35. All disputes shall be under the jurisdiction of the court at the place where the headquarters of the authority, who has executed the agreement, is located.

**BIDDER'S COVERING LETTER**

To,

The Additional Chief Engineer  
RWS&S Circle, Koraput

Ref:- Tender No. \_\_\_\_\_

Dear Sir,

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, we the undersigned offer to execute the work shown in the scope of work and jurisdiction of contract as well as schedule of prices attached herewith and made part of this. We undertake that, if our bid is accepted, we shall execute the work in accordance with specifications, time limits and terms & conditions stipulated in the tender documents. We agree to abide by this bid for a period of 30 days from the date of bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period. Until a formal agreement is prepared and executed, this bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is properly prepared and sealed so as to prevent any subsequent alteration or replacement.

Dated this.....Day of.....(the month and year)

Signature of Authorized Signatory  
.....

In capacity of.....

Duly authorized to sign the bid for and on behalf  
Of.....

The cost of bid document: Rs.1000/-

Crossed D.D. no.....dated.....

Drawn on bank:.....

Seal & Signature of Bidder