

**TERMS, CONDITION AND AGREEMENT FOR ENGAGING SERVICE PROVIDER  
(OUTSOURCING AGENCY)FOR PRVODING SERVICE OF DEO PERSONNEL TO  
THEPROJECT DIRECTOR, WATERSHEDS, KALAHANDIUNDER THE SCHEME  
MGNREGA**

**Tender Document**

**1.0 Purpose of Tender**

The Project Director, Watersheds, Kalahandi is intending to engage the services of personnel through the Service Provider for Data Entry Operators under the scheme MGNREGA. The period of engagement of the Service Provider and the services of Personnel will be valid for one year from the date of the contract which is extendable by mutual consent subject to the satisfactory performance of both the service Provider as well as the service providing personnel.

**2.0 Scope of Work**

- 2.1 The Service Provider shall provide the Data Entry Operator of trained and experienced personnel in numbers subjected to availability of funds in administrative expenditure under the scheme MGNREGS The details of monthly remuneration along with the deductions for contributions for EPF and ESI are also mentioned as per the financial rules and procedure.
- 2.2 The personnel will be required to undertake tours for which they may get TA and DA if permissible under the scheme (MGNREGA) as per their entitlements.
- 2.3 The monthly remuneration of the Data Entry Operator shall be paid as highly skilled class of employment by the service provider after deducting service charges due to it and statutory dues payable by the principal employer and employees on account of EPF and ESI.
- 2.4 Service Provider who is going to provide BETTER SERVICES, FACILITIES AND ALLOWANCES apart from EPF and ESI to the personnel's engaged by him in the Project Director, Watersheds, Kalahandi taking minimum service charge will be preferred.

**3.0 Eligibility of Service Provider**

- a. The invitation to participate in the Tender Document is open to Service Providers registered with the Labour Department, Government of Odisha.
- b. The Service Provider must have deployed the services of personnel in Government/ Public Sector Undertakings for last three years preceding the year of bidding.
- c. The Service Provider must not have been banned or black listed by any Government organization.
- d. There must not be any adverse action pending against any personnel whose services is proposed to be deployed.
- e. The annual turnover of the Service Provider must be Rs. 5,00,000/- (Rs. Five Lakhs) only in each of the preceding three years.

#### 4.0 Terms and Conditions

- a. The Service Provider shall execute an agreement with the Project Director, Watersheds, Kalahandi in line with the terms and condition laid down in **Annexures-I** in the Tender Document and shall furnish a security deposit of Rs. **10,000/-** only drawn on any nationalized Bank at the place of tender in Shape of Bank Draft duly pledged to the Project Director, Watersheds, Kalahandi for faithful implementation of the provisions of the agreement. This security deposit of the finalised tenderer shall be retained at the office, whereas the Security Deposit of the remaining tenderers shall be returned to the respective tenderer after the completion of signing of the tender by the final tenderer.
- b. Signing of the Tender Document shall mean that the Parties participating in the tender process agree to the terms and conditions of the Tender Document.
- c. The monthly remuneration of the Data Entry Operators shall be paid as highly skilled class of employment by the service provider after deducting service charges due to it and statutory dues payable by the principal employer and employees on account of EPF and ESI.
- d. The Service Provider shall deposit the statutory dues like EPF and ESI in respect of the service of each employee as per the provisions of the relevant Acts/ Rules and submit the necessary receipt or challan to the Project Director, Watersheds, Kalahandi in support of proof of payment with a statement by 15<sup>th</sup> of each succeeding month. Otherwise a penalty of minimum **Rs 20,000/-** will be charged on him.
- e. Payments to the Service Provider will be made after deducting Income Tax as per rules from the monthly bills.
- f. The service of the personnel deployed under the contract shall not be withdrawn suo motto, without consulting the Project Director, Watersheds, Kalahandi. In case any personnel whose services have been deployed, desires to discontinue work, the service provider will inform the same 15 days in advance and arrange for suitable replacement with persons having similar or better qualification and experience.
- g. The personnel provided by the Service Provider shall be regular and punctual in their work as per the working hours of the office in which deployed. They will be required to attend office work beyond office hours and even on holidays, if required without any extra remuneration.
- h. The personnel whose services have been provided by the Service Provider shall be allowed to avail Government Holidays as may be decided by the concerned Project Director, Watersheds, Kalahandi or authorised officer, if required. They may avail a maximum of 10 Casual Leave in a Calendar year with prior consent of the concerned authority.

- i. The selection of the services of personnel as requisitioned by this office shall be the responsibility of the Service Provider. The Service Provider will send the CVs/ Bio-datas of a panel of suitable persons having requisite qualifications and experience, not less than three times the number of personnel requisitioned for each position to the concerned office for selection and acceptance.
- j. The personnel will be required to undertake tours for which they may get TA and DA if permissible under the scheme (MGNREGA) as per their entitlements.
- k. The Project Director, Watersheds, Kalahandireserve the right to accept or reject any offer without assigning any reason thereof.

## **5.0 Submission of Offer**

Offers should be submitted in the prescribed Application Form along with Annexures I & II and Appendices I enclosing the security deposit in shape of a Bank Draft in original as mentioned in condition 4a above on or before the last date and time for submission of the Tender Document mentioned on the cover page. Each Page of the Tender Document along with Annexures I and II and Appendices I must be signed by the Service Provider.

The Proposal must contain the following copies of documents:

1. Self- attested Copy of Registration Certificate with the department of Labour, Government of Odisha.
2. Self- attested Copy of the Income Tax Returns of the last three Financial years preceding the year of contract.
3. Self- attested Copy showing deployment of personnel in Government or PSUs during last three years preceding the year of contract.
4. Self- attested copies as proof of deposit of EPF and ESI of Personnel deployed in other organizations over last one year preceding the year of contract.
5. Self-attested copy of latest GST Registration Certificate.

# Application Form

For Bidding as a Service Provider for Providing the Services of DEO Personnel to the Project Director, Watersheds, Kalahandi, under MGNREGA

1. Name of the Service Provider: \_\_\_\_\_
2. Address of the Service Provider: \_\_\_\_\_
3. Phone No./ Mobile No.: \_\_\_\_\_
4. Name and Designation of Contact Person : \_\_\_\_\_
5. Details of Financial Turnover :

Financial Year	Total Annual Turnover
2017-2018	
2018-2019	
2019-2020	

6. Details of organizations where personnel have been deployed: (attach a separate sheet)

Name of Organization	Category of personnel	Year wise number of persons deployed		
		2017-2018	2018-2019	2019-2020

7. Service Charges payable for Data Entry Operator Categories of Personnel:

Sl.No.	Category of Persons	No. of Persons to be engaged	Maximum Service Charges allowed in Rs.	Service Charge quoted by the Service Provider
1.	Data Entry Operator under MGNREGA	2	200/-	

8. Additional services, facilities and allowances apart from EPF and ESI to the personnel's engaged in the Project Director, Watersheds, Kalahandi:-

- a. \_\_\_\_\_
- b. \_\_\_\_\_
- c. \_\_\_\_\_

9. Certified that the information provided above is true and the organization has never been debarred or black listed by any other Government organization.

10. The **technical Bids T1, T2 & T3** and the **Financial Bid F1** in the prescribed format have been submitted separately in a sealed cover for selection and finalisation.

Date: \_\_\_\_\_

Place: \_\_\_\_\_

Name and Signature of Authorized Signatory

**SCHEDULE OF CONTRACT**

Category of Personnel (i) Data Entry Operator, MGNREGA herein after called Worker shall be deployed with effect from the date as may be intimated by the Authority.

The monthly remuneration (Consolidated) and Statutory Payments (EPF and ESI) for Data Entry Operator that will be paid by the Authority to the Service Provider will be as follows.

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

S. No.	Name of the Position	Monthly remuneration (Without statutory payment)	Statutory payment to be made to the service provider in addition to the monthly remuneration	
			Employer contribution for EPF	Employer contribution for ESI
1	Data Entry Operator, MGNREGA	13,440/-	@13.00 % of the monthly remuneration during the month	@3.25 % of the monthly remuneration during the month

**The above monthly remuneration of staff is subject to revision of wages from time to time.**

Besides above, the Authority shall pay service charges per person per month to the Service Provider.

The details of Statutory Monthly Employee contribution to be deducted and deposited by the Service Provider are given in **Table II**.

**Table: II Monthly Statutory Employee contribution (in Rupees)**

S. No.	Category	Employee contribution for EPF	Employee contribution for ESI
1	Data Entry Operator, MGNREGA	@12 % of the monthly remuneration during the month	@ 0.75 % of the monthly remuneration during the month

The number of personnel to be engaged at different levels is given in Table III.

**Table III No. of DEO Personnel to be engaged under MGNREGA**

S. No.	Category	To be engaged at	Number
1	Data Entry Operator, MGNREGA	Divisional Level	2

**TERMS AND CONDITIONS**

1. The Service Provider will deploy personnel with desired qualifications/experience as detailed in the Appendices I.
2. The payment in respect of Data Entry Operators personnel towards Monthly Remuneration and Statutory Employer payments to be made by the Authority shall be at the rate given in the Table: I of Annexure-I.
3. The Statutory monthly employee contributions to EPF and ESI shall be at the rate given in the Table: II of Annexure-I.
4. The total amount of statutory contributions at the calculated rate would be released by the Authority to the Service Provider and not in the name of the personnel, after deducting the Income Tax.
5. It would be the sole responsibility of the service provider to deposit the monthly Statutory payments (both employer and employee contributions) towards EPF and ESI with the Employees Provident Fund organization/Employees State Insurance Corporation on a monthly basis and submit necessary Challans in support of payment with a statement showing name and his/her account number of EPF and ESI by the end of succeeding month. Non-submission of the same, every month would result in withholding of employers contribution at Service Provider's risk and a penalty of Rs 20,000/- or more will be charged on him.
6. At the end of each month, the Service Provider shall produce the payment bill of the Data Entry Operators to "Authority" of every month as a token of voucher to calculate the amount payable to the Service Provider after obtaining the absentee statement from the authority.
7. The "Service Provider" will maintain an Attendance Register of the persons at his/her level and will present it to the "Authority" for checking and verification with respect to the Attendance Register maintained by the Authority, as and when required. A statement of payment details with respect to the personnel, made by the Service Provider will be furnished to the "Authority" for information by 5<sup>th</sup> of the succeeding month.
8. The personnel provided by the Service Provider shall have to maintain highest standard of ethics in their work. They should not under any circumstances take any data entered into the Computers or documents outside the office under any circumstances or share with anybody except as they may be specifically authorized to carry out their assigned works. If any person is found to involve in activities in violation of this, the Service Provider" will be liable for the criminal action as well as other civil actions for such lapses as may be deemed appropriate by the "Authority".
9. The personnel provided by the Service Provider shall be regular and punctual in their work as per working hours fixed by the Authority. They will attend to the office work beyond office

hours and even on Sundays and Government Holidays, if required as directed by the Project Director, Watersheds, Kalahandi or his authorized representative.

10. The workers shall be allowed to avail national holidays and festival holidays as may be decided by the Authority. They can avail a maximum of 10 days Casual Leave in a calendar year with prior consent of the Authority. Beyond the applicable leave days, remuneration will be deducted proportionately for the absence of the personnel. Availing of leave without permission of the Authority will warrant termination of the personnel without further reference.
11. Selection of person(s) in Data entry Operator requisitioned by the Authority will be the responsibility of the Service Provider at their own cost. The Service Provider will send CVs/ bio-data of a panel of suitable persons having requisite qualification/ experience to the Authority for selection and acceptance.
12. The "Authority" shall have right to ask the Service Provider to withdraw/replace any personnel who has been reported by the "Authority" as disobedient or incompetent towards his/her services being rendered. The "Service Provider" agrees to act promptly on such request by the "Authority"
13. The Service Provider shall not disengage the services of any personnel provided to the Authority, *suomotu*, without consulting the "Authority". In case any person wishes to discontinue work, the Service Provider shall be required to inform the Authority 15 days in advance and arrange for suitable replacement of the personnel having similar or higher qualifications.
14. Violation of Clause-13 will amount to penalty of 15 days salary of the personnel disengaged in cases of Data Entry Operator which shall be recovered from the Security Deposit of the Service Provider.
15. The agreement may be terminated on a written notice of one month from either side, and both parties agree not to move Court of Law on such termination.

**TERMS AND CONDITIONS FOR ENGAGEMENT OF THE SERVICES OF DATA ENTRY OPERATOR , MGNREGA THROUGH SERVICE PROVIDER**

**Educational Qualification**

He/ she shall have minimum qualification of Graduation with PGDCA in computer accounting knowledge of MS Office and Tally.

**Experience**

He/ she shall have minimum experience of at least 1 years of working with Corporations/ Co-operatives/ Societies/Externally Aided Projects/company/Government Agency. Past experience of working with Government agencies/department will be given priority of preference.

**Job Description**

The Data Entry Operator, MGNREGA will report to the Project Director, Watersheds, Kalahandi

He/ she will be responsible for:

- Making the generation of work code of the various financial sanction projects.
- Making freezing the detail project reports (DPR)
- Making work demand of labourers, and generation of e-Muster Rolls.
- Making payment in time of e-Muster Roll, generation of wage list.
- Timely payment of Fund Transfer Order.
- Assisting in preparation of monthly/quarterly/half yearly/ annual financial reports/returns
- Making completion of the projects financial year wise.
- Clearance of pending liabilities, if any.
- Timely preparation of Annual Action Plan
- Maintenance of Project Control Register and its verification at block level.
- Requirement of project wise material i.e. bio fertiliser, bio-insecticides, and bio-fungicides for plantation projects.
- Requirement of fencing materials GI welded wiremesh for protection of plantation area.
- Requirement of Polymulch film to control evaporation loss water to protect the water during summer.
- Preparation of audit report and returns.
- Assisting preparation model plan and estimates of various soil conservation development works under MGNREGA.
- Preparation of Annual labour budget in time.

**(FORM – T1)**

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

16. Financial Turnover of the bidder for the last 5 financial years.(\*)

Financial Year *	Turn Over Amount (In INR)	Average Turnover (in INR]
FY1		
FY2		
FY3		

\*From the date of issue of tender

17. Details of the similar type service provided by the bidder in last 5years:

Sl. No	Period	Name of Authority with Complete Address & Fax no	Type of services provided with details of manpower /machinery deployed	Contract Amount (in INR)	Duration	
					From	To
1						
2						
3						
4						

18. Declaration

I, Shri Son/Daughter/Wife of Shri

\_\_\_\_\_  
 , Proprietor/ Director/ Authorized signatory of \_\_\_\_\_

\_\_\_\_\_  
 (Name of the Service Provider), competent to sign this declaration and execute this tender;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information and documents furnished along with the tender are true and authentic to the best of my knowledge and belief. I am well aware of the fact that, furnishing of any false information / fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.

(Signature of Authorised Representative with seal)

Place: .....

Date: .....

Enclosures:

- Bid Processing Fee in the form of Demand Draft in original
- EMD in the form of Demand Draft in original
- Copy of tender document (each page must be signed and sealed)
- Duly filled Technical Bid and Financial Bid
- List of Documents as applicable

## **FORM-T2**

### **UNDERTAKING**

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

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

Yours sincerely,

**Authorized Signature [In full and initials]**

Name and Designation of the Signatory :

Name of the Bidder and Address :

## **FORM-T3**

### **UNDERTAKING**

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

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

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

Yours sincerely,

**Authorized Signature [In full and initials]**

Name and Designation of the Signatory:

Name of the Bidder and Address:

(FORM –F1)

(Administrative Charge)

**Manpower Details:**

<b>Sl. No.</b>	<b>Category</b>	<b>Requirement of Manpower</b>	<b>Cost per Unit in INR (Inclusive of remuneration and all statutory dues)</b>	<b>GST as (applicable)</b>	<b>Total</b>
1					
2					
3					
4					
<b>A. Sub Total (Manpower Cost) in INR</b>					
<b>B. Service Charges @ .....</b>					
<b>C. Total Administrative Charges (A+B)</b>					

- Bidder with lowest evaluated competitive administrative charges for the required service will be awarded with contract.
- The bids with “Nil” or very abnormally low quoted service charges will be treated as “Nonresponsive” and will be rejected during the financial evaluation stage.

Place: .....

Date: .....

(Sign and Seal of Authorised Representative)

## SECTION – VII

### BID SUBMISSION CHECK LIST

Sl. No.	Description	Submitted (Yes/No)	Page No.
<b>TECHNICAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head		
2	Bid Processing Fee		
3	EMD		
4	Copy of Incorporation /Registration Certificate of the Bidder		
5	Copy of PAN		
6	Copy of GSTIN		
7	Copies of Income Tax Clearance Certificate for the last three Assessment years		
8	Copy of Valid EPF & ESI Certificate		
9	Copy of valid PSARA Licence (in case of Security Services)/Labour license		
10	TECHNICAL BID duly filled in ( <b>Covering Letter, FORM-T1, T2 and T3</b> )		
11	Financial details of the bidder along with all the supportive documents such as copies of Income / Expenditure Statement and Balance Sheet for the last 5 years		
12	12 Power of Attorney in favour of the person signing the bid on behalf of the bidder.		
13	List of completed / on-going assignments of similar nature (Past Experience Details) along with the copies of work orders for the respective assignments from the authorities		
14	Undertaking for not have been black-listed by any Central /State Govt./any Autonomous bodies during the recentpast.( <b>FORM-T2</b> )		
15	Undertaking for not having any police case pending against the bidder ( <b>FORMT3</b> )		
<b>FINANCIAL BID (ORIGINAL)</b>			
1	Covering Letter in Bidders Letter Head		
2	Duly Filled in Financial Bid ( <b>FORM- F1</b> )		

It is to be ensured that:

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

**Authorized Signatory [In full and initials]:** \_\_\_\_\_

**Name and Designation with Date and Seal:** \_\_\_\_\_