



**OFFICE OF THE DIVISIONAL FOREST OFFICER, BERHAMPUR  
DIVISION**

**AT-COURTPETA, BRAHMAPUR-760004**

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**Tender No. 194/ 1F-120/ 21 Dated Berhampur the 13<sup>th</sup> May 2021**

**TENDER FOR SELECTION OF A SERVICE PROVIDER  
FIRM FOR ENGAGEMENT OF MANPOWER IN  
BERHAMPUR FOREST DIVISION**

DATE OF SALE OF TENDER PAPER/ DOCUMENT : 17.05.2021 BY 10:30 AM

LAST DATE FOR SUBMISSION OF SEALED  
TENDER PAPER/ DOCUMENT : 31.05.2021 BY 03:00 P.M

OPENING OF SEALED TENDER PAPER/  
DOCUMENT IN PRESENCE OF SERVICE  
PROVIDER : 31.05.2021 BY 03:00 PM

**The sealed tender Paper should reach in the O/o the DFO, Brahmapur Forest Division, Brahmapur At/Po. Courtpetta Square on or before 31.05.2021, by 03:00 P.M through Registered/ Speed post/ Courier service and can also be dropped in the Tender Box placed in the O/O the DFO, Brahmapur.**

**DIVISIONAL FOREST OFFICER  
BERHAMPUR FOREST DIVISION**

**BIDDER'S COVERING LETTER**

To,

**The Divisional Forest Officer,  
Brahmapur Forest Division  
BRAHMAPUR,  
Dist-BRAHMAPUR**

**Dear Sir,**

Ref: Tender no: \_\_\_\_\_ Dated, \_\_\_\_\_

Having examined the conditions of contract and specifications, the receipt of which is hereby duly acknowledged, I/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.

I/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. If my/our bid is accepted, I/we shall submit the performance security deposit as per the conditions mentioned in the contract.

I/we agree to abide by this bid for a period of 90 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 me/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 Authorised Signatory.....

In capacity of .....

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

**LETTER OF AUTHORIZATION FOR ATTENDING BID OPENING**

Tender No: \_\_\_\_\_

**To,**

**The Divisional Forest Officer,  
Brahmapur Forest Division  
BRAHMAPUR,  
Dist-BRAHMAPUR**

**Dear Sir,**

**Subject: (Authorization for attending bid opening on ..... (Date)  
in the Tender for Engaging Service Provider for providing of Personnel to  
the Brahmapur Forest Division, BRAHMAPUR, and Dist: GANJAM(Tender  
No: \_\_\_\_\_ Dated, \_\_\_\_\_)**

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of..... (Bidder) in order of preference given below.

Order of Preference

Specimen Signature  
Name of Authorized Person

- 1.
- 2.

**Signature of Bidder  
Or  
His authorized Representative**

**Note:**

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

**TENDER DOCUMENT FOR MANPOWER SERVICE PROVIDER FOR PROVIDING  
THE SERVICES TO BRAHMAPUR FOREST DIVISION, BRAHMAPUR,  
DIST - GANJAM**

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

1. State level steering committee of State CAMPA have taken decision for engagement of Para forest staff, Protection squad, Anti depredation squad, Tracker and DEO for protection duty and office work in all Forest Division of Odisha for CAMPA-APO– (2021-22).
2. Accordingly, Brahmapur Forest Division, Brahmapur under Forest and Environment Department, Govt. of Odisha requires the services of reputed, well established and financially sound Manpower Service Providers to provide services of Data Entry Operator, Para forest Staff, Wildlife protection squad, Anti Depredation squad, Elephant Tracker, Control Room attendant on contract basis for day to day official work of the division / Range and Field work in forest areas of the Division/Range under the GENERAL, CAMPA, MGNREGA Scheme and any other schemes if implemented.
3. The period of engagement of the Service Provider and the services of Personnel will be as per funds provided by State CAMPA, MGNREGA, General subject to maximum for one year from the date of the contract or end of CAMPA – APO (2021-22) period whichever is earlier & which may be extendable by mutual consent subject to the satisfactory performance of both the Service Provider as well as the service providing personnel and based on the decision or notification by Govt. of Odisha/relevant circular of PCCF, Odisha, CAMPA (Cell) and MGNREGS etc.
4. The contract for providing the aforesaid manpower is likely to commence from **June,2021** and would continue till **31<sup>st</sup>Mar,2022**, which may extend by order of the competent authority.
5. The Squad / DEO can be deployed in any of the 4 Forest Ranges of this division i.e. Brahmapur, Digapahandi, Khallikote, Samantiapalli and Division Office at Brahmapur as per the discretion of the Divisional Forest Officer, Brahmapur Forest Division. **Tentatively, total 153 Number of Man Power in different positions is required for Brahmapur Forest Division.**

- 6. Two-Bid system:** 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 superscribing **“TECHNICAL BID FOR PROVIDING MANPOWER SERVICES TO BRAHMAPUR FOREST DIVISION, BRAHMAPUR, DIST: - GANJAM”** and **“FINANCIAL BID FOR PROVIDING MANPOWER SERVICES TO BRAHMAPUR FOREST DIVISION, BRAHMAPUR, DIST: - GANJAM”**. Both sealed envelopes should be kept in a third sealed envelope super-scribing **“TENDER FOR PROVIDING MANPOWER SERVICES TO BRAHMAPUR FOREST DIVISION, BRAHMAPUR, DIST: - BRAHMAPUR”**. The Bids should remain valid till 90 days from the opening of the Bids.
7. The tenderer shall deposit **Rs. 10,000/- (Rupees Ten Thousand)** only in form of demand draft (non-refundable) in favour of **Divisional Forest Officer, Brahmapur** payable at Brahmapur towards cost of tender paper. The same demand draft shall be kept inside the sealed envelope meant for Technical bid.
8. The successful tenderer shall provide a performance security of **3%** of the total cost of the contract in shape of a Performance Bank Guarantee or in shape of TDR of equivalent value pledged to the DFO, Berhampur
9. The Performance security will be submitted by the successful tenderer within a fortnight of receipt of work order.
10. The tendering Service Providers are required to enclose photocopies of the following documents (duly self-attested) along with the Technical Bid, failing which their bids shall be summarily rejected and will not be considered any further:
- a) Copy of the GSTIN Registration certificate of the Service Provider issued by the competent authority;
  - b) Copy of PAN/GIR card;
  - c) Copy of Registration Certificate of Company/Firm.
  - d) Copy of the IT returns filed and Audit Certificates for the last three consecutive financial years duly certified by the Chartered Accountant. ( 2018-19 to 2020-21)
  - e) Copy of the Audited Balance Sheet and P&L Account for the last three consecutive years certified by the Chartered Accountant. ( 2018-19 to 2020-21)
  - f) Certified extracts of the Bank Account containing transactions during last three years
  - g) Copies of EPF and ESI certificates.
  - h) Copy of the Labour License/Registration under the Contract Labour(Regulation & Control) Act,1970
  - i) Average Annual turnover during the preceding **3 (three) years** i.e.2018-19, 2019-20 & 2020-21(Provisional) should be at least **Rs.1, 00, 00,000/-**.

- j) Copy of Experience certificate or Work order of providing manpower services to any Government Department/Govt. undertaking /PSUs organisation in a single contract with involving of minimum 75 manpower engaged each year during last three years.
- k) Copy of the terms and conditions at pages 19 to 24 in Tender Document with each page duly signed and sealed by the authorized signatory of the agency in token of their acceptance.

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

- 11. All entries in 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 cutting, if any, in the Technical Bid Application must be initialed by the person authorized to sign the tender bids.
- 12. The contract for providing the aforesaid manpower is for a period of one year from the date of effectiveness of the contract i.e. the date of deployment of the required manpower or with the date of closer of any scheme, whichever is earlier. The period of the contract may be further extended provided the requirement of the Department for manpower persists at that time or may be curtailed / terminated owing to deficiency in service or substandard quality of manpower deployed by the selected Service Provider or because of change in the Department's requirements. The Department, however, reserves right to terminate this initial contract at any time after giving one month's notice to the selected Service Provider.
- 13. E-mail / Fax bids will be summarily rejected. Late submission bid shall be out rightly rejected.
- 14. Any conditional bids shall not be considered and will be out rightly rejected in the very first instance.
- 15. The Technical bids would first be taken into consideration by a Committee. The Technical bids shall be opened on the scheduled date and time in the presence of the bidder or his authorized representatives, if any, who wish to be present on the spot at that time. Only one person for each bidder shall be allowed to be present at the time of opening the tender.

16. The Financial Bid of only those tenderer will be opened whose Technical bids are found to be in order. The Financial bids will also be opened in the presence of the bidder or authorized representatives of the technically qualified Service Providers, if any, who wish to be present on the spot at that time. The lowest bidder (L1) in the Financial bid would be considered. In case the lowest bidder (L1) is disqualified after selection for any reason then the second lowest (L2) bidder would be considered by the authority.
- 17. The competent authority of the Forest Department reserves the right to annul all bids without assigning any reason.**
18. The registered office or one of the branch offices of the Service Provider should be located within the state of Odisha as well as Brahmapur. In case there is no branch office at Odisha & Brahmapur, the successful bidder will have to open branch office within One months of the signing the agreement.
19. The Service Provider will be responsible for any casualty or accident by wildlife, forest fire, any forestry operation in any other manner etc of his Manpower or Agents and liable to pay due compensation as decided by the competent authority.
20. Any type of accident or snake bite /insect bite /Elephant injury/other wildlife injury/Forest fire to the manpower of service provider shall himself be responsible. Authority does not take any responsibility whatsoever in this matter.
21. Manpower to be engaged should have good moral character and antecedents. As such anybody employed for the job should have a satisfactory PVR. The Service Provider will submit PVR and Biodata of all his workmen to be engaged in the given Division. In case of any kind of wrong doing by his man power, Service Provider will be responsible for the same.
22. Statutory charges like **EPF/ESI** will be reimbursed to the contractor at the prevailing rate on producing proof of payment of the same.
23. The Service Provider shall provide the services of various squads personnel Categories in numbers and at places as narrated in the Schedule of Contract as mentioned in **Annexure-I (Table –I).**
24. The monthly remuneration of the different categories of personnel shall be paid by the service provider after deducting statutory obligation towards employee's contribution and service charges as mentioned in **Table- II.**
25. The Service Provider shall pay the remuneration to the persons engaged after deducting statutory obligation towards employee's contribution and service charges by **1<sup>st</sup> of each succeeding month** and accordingly the bills shall be sent to O/o. the Divisional Forest Officer, Boudh Forest Division by **5<sup>th</sup> of each succeeding month** against the payment

made to the persons for release of funds. **No advance funds shall be released to Service Provider.**

**26. All documents required to be enclosed shall be self-attested.**



## Appendix –B

### TECHNICAL REQUIREMENT FOR THE TENDERING SERVICE PROVIDER

The tendering Service Provider should fulfil the following technical specifications

1. The Bidder may be a proprietary firm, partnership firm, limited Company, Corporate Body legally constituted.
2. The Service Provider should have at least three year's experience in providing Manpower Services to Government Departments/Govt. under takings/ Public Sector undertakings/Banks etc. The Service Provider should have executed a minimum of three such Manpower deployed contracts in Odisha during the preceding three years' period.
3. The Service Provider must have a minimum average annual turnover of **Rs.1.00 Crore per annum** for the last three consecutive years as per the audited statement of accounts.
4. There should be no civil/criminal case pending with the authority/ Police against the Proprietor / Firm / Partner or the Company (Service Provider) and the Service Provider shall not have been blacklisted otherwise to be evidenced by attachment as on affidavit in this regard.
5. The Service Provider should be duly registered with the Service Tax Authorities(GST) and having valid Labour License under contract labour (Regulation & Contract) Act'1970.
6. The Service Provider should be registered with the appropriate authorities under employee provident fund & Employee State Insurance Acts.
7. The Service Provider should have its own balance account.
8. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department / Office. In case there is no branch office, the successful bidder will have to open branch office within the jurisdiction of the user Department / Office within two months of the signing the agreement or elsethe manpower service provider should provide the name, designation and contact number of the person to liaise with the said Field Office(s).

**TECHNICAL REQUIREMENT FOR MANPOWER TO BE DEPLOYED BY THE SUCCESSFUL SERVICE PROVIDER IN BRAHMAPUR DIVISION UNDER DIFFERENT SCHEMES**

**A. PARA FOREST STAFF, WILDLIFE PROTECTION SQUAD, ANTI DEPREDATION SQUAD, TRACKER, ATTENDANT**

- ✓ **Skill & Attributes:** Physically, mentally sound and rural/urban unemployed youth person able to carry out arduous physical activities should be selected.
- ✓ The age should be in between 18 years to 55 years with sound health & standard eye sight.
- ✓ **Job Description**
  - ✓ Patrolling in forest& collection of information on smuggling of forest produce, wild life trophy & movement of offenders/poachers.
  - ✓ Assisting forest staffs in apprehending smugglers, poachers& in forest protection activity.
  - ✓ Control of forest fire.
  - ✓ Any other duty assigned by Authorized Officer / DFO.

**B. DRIVER**

✓ **Educational Qualification& Age, Health**

He shall have minimum qualification of M.E standard pass or equivalent with valid light vehicle Driving License. His age should be in between 18 years to 50 years limit and should have sound health, good physic & standard eye sight.

✓ **Experience**

He shall have minimum experience of 2 years of working with any Government or Private Sector. Past experience of working with Government agencies will be given preference.

✓ **Job Description**

The Driver will report to the DFO/Range Officer or any other officer authorized by him for duty as per the discretion of the authority. He will take care of the Govt. vehicle/Divisions Hired vehicle and drive the vehicle as per Rules & regulations, maintenance of Motor Vehicle of Govt. of Odisha time to time. He should maintain the log book of the vehicle on daily basis.

## **C. DEO (DATA ENTRY OPERATOR) / COMPUTER OPERATOR**

### **✓ Educational Qualification**

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

### **✓ Experience**

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

### **Job Description**

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

**APPLICATION - TECHNICAL BID**

**(For Bidding as a Service Provider for Providing the Services of Personnel to  
BRAHMAPUR Forest Division, BRAHMAPUR)**

1. Name of Tendering Service Provider:  
\_\_\_\_\_
2. Status (Proprietorship /Partnership/ Private Limited):  
\_\_\_\_\_
3. Full Address of Registered office :  
\_\_\_\_\_  
Office Telephone No. \_\_\_\_\_ FAX  
No. \_\_\_\_\_  
Email ID: \_\_\_\_\_
4. Full Address of operating / Branch Office:  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_ :  
\_\_\_\_\_  
Fax No. \_\_\_\_\_ :  
\_\_\_\_\_  
E-mail address \_\_\_\_\_ :  
\_\_\_\_\_
5. Name & Telephone No. of Authorized Officer / person to liaise with field Officer(s)  
\_\_\_\_\_
6. Banker of the Service Provider (Attach Certificate copy of statement of A/c for the last  
3 consecutive year) \_\_\_\_\_
7. PAN / GIR No. (Attach attested copy) -----
8. GST Registration 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. Labour License/Registration under The Contract Labour (Regulation & Control) Act,1970 (Attach attested copy)
13. Financial turnover of the tendering service provider for the last 3 consecutive financial year

**Details of Financial Turnover:**

Financial Year	Total Annual Turnover (in Lakh)
2020-21 (Provisional)	
2019-20	
2018-19	

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

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

Name of Organization	Category of personnel	Year wise number of persons deployed		
		2018-19	2019-20	2020-21

15. Tender Cost Demand Draft No..... & Rs.....
16. Additional information, if any (Attach separate sheet, if required)

**DECLARATION**

1. I, \_\_\_\_\_ Son / Daughter / Wife of Sri \_\_\_\_\_, Age - \_\_\_\_\_ Proprietor / Director / Authorized signatory of the Service Provider, mentioned above, a competent to sign this declaration and execute this tender document.
2. I have carefully gone through and understood all the terms and conditions of the tender and undertake to abide by them.
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief.

I/We, am/are well aware of the fact that furnishing if any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

**DATE:** \_\_\_\_\_ **Signature of Authorised Person of Service Provider's**

**PLACE:** \_\_\_\_\_ **(With Organisation's Seal)**

**Name & Address**

**APPLICATION - FINANCIAL BID**  
**(For Bidding as a Service Provider for Providing the Services of Personnel to  
BRAHMAPUR FOREST DIVISION, BRAHMAPUR)**

1. Name of tendering Service Provider: \_\_\_\_\_
2. Rate per person per month inclusive of all statutory liabilities, taxes, levies, cess etc...

Sl. No.	Manpower Type	Monthly Rate per person					
		Basic Remuneration(Rs.) per month	EPF (%)	ESI (%)	Other statutory dues, if any	Service Charge /Commission of Service Provider	Total Rate per person Per Month
1.	Squad Personnel	9240					
2.	D.E.O.	13740					
3.	Driver	13740					

**NOTES:**

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

**Date:**

**Signature of Authorised Person of Service Provider**

**(With Seal)**

**Place:**

**Name:**

**SCHEDULE OF CONTRACT**

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

<b>Sl. No.</b>	<b>Category</b>	<b>To be engaged at</b>
1	Different type of persons to be engaged i.e. Squad personnel, DEO, Driver etc.	Range level / Division Level including as and when required at different Head Quarters.

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

<b>Sl. No.</b>	<b>Name of the Position</b>	<b>Monthly remuneration (without statutory payment)</b>
1	Different type of persons to be engaged i.e. Squad personnel, DEO, Driver etc.	The wages will be fixed by the Department from time to time.

The number of personnel to be engaged at different levels is tentatively about 153.

**TERMS & CONDITIONS**

**GENERAL**

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



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

- will be liable for the criminal action as well as other civil actions for such lapses as may be deemed appropriate by the "**Authority**" (DFO).
20. The personnel provided by the Service Provider shall be regular and punctual in their work as per working hours fixed by the Authority. They will attend to the office work beyond office hours and even on Sundays and Government Holidays, if required as directed by the Divisional Forest Officer/Range Officer or his authorized representative.
  21. The "**Authority**"(DFO) shall have right to ask the Service Provider to withdraw/replace any personnel who has been reported by the "**Authority**"(DFO). as disobedient or incompetent towards his/her services being rendered. The "**Service Provider**" agrees to act promptly on such request by the "**Authority**" (DFO).
  22. Selection of person(s) in various categories requisitioned by the Authority will be the responsibility of the Service Provider at their own cost. The Service Provider will send CVs/ bio-data of a panel of suitable persons having requisite qualification/ experience to the Authority for selection and acceptance.
  23. **The agreement may be terminated on a written notice of one month from either side, and both parties agree not to move Court of Law on such termination.**
  24. The service of the personnel deployed under the contract shall not be withdrawn suo motto, without consulting the Divisional Forest Officer of the concerned Division. In case any personnel whose services have been deployed, desires to discontinue the work, the service provider will inform the same 15 days in advance and arrange for suitable replacement with persons having similar or better qualification and experience.
  25. **Violation of Clause-24** will amount to penalty of 15 days salary of the personnel disengaged in cases of Para Forest Staff Protection Squad and Anti depredation Squad which shall be recovered from the Security Deposit of the Service Provider.\
  26. The selection of the services of personnel as requisitioned by the Division shall be the responsibility of the Service Provider. The Service Provider will send the CVs/ Bio-data's of a panel of suitable persons having requisite qualifications and experience, not less than two times the number of personnel requisitioned for each position to the concerned Division for selection and acceptance.

## **LEGAL**

27. The persons deployed shall, during the course of their work be privy to certain qualified documents and information which they are not supposed to divulge to third parties. In view of this, they shall be required to take oath of confidentiality and breach of this condition shall make the Service Provider as well as the person deployed liable for penal action under the applicable laws besides, action for breach of contract.

28. The Service Provider shall be responsible for compliance of all statutory provisions relating to minimum wages payable to different types of 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. The Bidder should produce the evidence in respect of having made payments to the manpower provided as and when called for by the Authority
29. The Service Provider shall also be liable for depositing all taxes, levies, cess etc. on account of service rendered by it to the Department or office concerned to the concerned tax collection authorities, from time to time, as per the rules and regulations in the matter. Attested Xerox copies of such documents shall be furnished to the Authority or office concerned.
30. The Service Provider shall maintain all statutory registers under the Law and shall produce the same, on demand, to the authority of the Department or office concerned or any other authority under Law.
31. The Tax deduction at Source (T.D.S.) shall be done as per the provisions of Income Tax & GST Act/ Rules, as amended from time to time and a certificate to this effect shall be provided by the Department or office concerned.
32. In case, the Service Provider fails to comply with any liability under appropriate law, and as a result thereof, the Department or the office concerned is put to any loss / obligation, monetary or otherwise, the Department/Authority or the office concerned will be entitled to get itself reimbursed out of the outstanding bills or the Performance Security Deposit of the Service Provider, to the extent of the loss or obligation in monetary terms.
33. The Agreement is liable to be terminated because of non-performance, deviation of terms and conditions of contract, non-payment of remuneration of employed persons and non-payment of statutory dues. The Department or Office concerned will have no liability towards non-payment of remuneration to the persons employed by the Service Provider and the outstanding statutory dues of the service provider to statutory authorities. If any loss or damage is caused to the Department or Office concerned by the persons deployed, the same shall be recovered from the unpaid bills or adjusted from the Performance Security Deposit.
34. The decision of Authority in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Service Provider.

#### **FINANCIAL**

The Service Provider shall execute an agreement with the DFO, BRAHMAPUR Division, in line with the terms and condition laid down in **Annexure – II** and Appendixes-A, B, C, D & E in the Tender Document and shall furnish a **Performance Security Deposit @ 3 %** of the Contract value drawn on any nationalized Bank at the place of tender in Shape of Bank TDR or Bank guarantee duly pledged to the **Divisional Forest Officer,**

**BRAHMAPUR** Forest Division, Brahmapur, Dist.-Ganjam for faithful implementation of the provisions of the agreement. This security deposit of the finalized tenderer shall be retained at the Division, whereas the Security Deposit of the remaining tenderer shall be returned to the respective tenderer after the completion of signing of the tender by the L-1 tenderer.

35. Signing of the Tender Document shall mean that the Parties participating in the tender process agree to the terms and conditions of the Tender Document.
36. In case of breach of any terms and conditions attached to this agreement, the Performance Security Deposit of the Service Provider shall be liable to be forfeited besides annulment of the Agreement.
37. The payment in respect of all categories of personnel towards Monthly Remuneration and Statutory Employer payments to be made by the Authority shall be at the rate given in-the Table: I of Annexure-II in account payee mode.
38. The Service Provider will deploy personnel with desired qualifications/experience as detailed in the technical requirement for manpower to be deployed by the successful service provider.
39. The Service Provider shall raise the bill, in triplicate, after the receipt of absentee statement sheet submitted by the FROs in first week of the succeeding month.
40. The agency shall be solely responsible for compliance to the provisions of various labour and industrial laws, such as, wages, allowances, compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed by it or for any accident caused to them and the Authority shall not be liable to bear any expense in this regard. The Agency shall make payment of wages of a month to the personnel engaged by him/them by **1<sup>st</sup> of each succeeding month** through account payee mode (NEFT / RTGS/ IMPS) and accordingly the bills shall be sent to O/o. Divisional Forest Officer, Brahmapur Forest Division, Brahmapur by **5<sup>th</sup> of each succeeding month** against the payment made to the personnel for release of funds.
41. The Service Provider shall deposit the statutory dues like EPF and ESI or Insurance in respect of the service of each employee as per the provisions of the relevant Acts/ Rules and submit the necessary receipt or Challan to the concerned Division in support of proof of payment with a statement by **5<sup>th</sup>** of each succeeding month.

42. The Authority reserves the right to withdraw or relax any of the terms and condition mentioned above so as to overcome the problem encountered at a later stage.
43. In the event of any dispute arising in respect of the clauses of the agreement the same shall be resolved through negotiation. Alternatively, the dispute shall be referred to the next higher authority or controlling officer for his decision and the same shall be binding on all parties.
44. The Personnel deployed by the Service Provider in different Ranges, DFO Office etc. shall work under the direct supervision and control of the Divisional Forest Officer and the FROs concerned. Besides, the Service Provider shall neither deploy nor withdraw any personnel at any time without the approval of the Authority.
45. The registered office or one of the branch offices of the Service Provider should be located within the jurisdiction of the user Department/office. In case there is no branch office, the successful bidder will have to open branch office within one months of the signing the agreement.
46. The successful bidder will enter into an agreement with this Department/office for supply of suitable and qualified manpower as per requirement of this Department/office on the above terms and conditions.

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

**End of tender Document at this 19<sup>th</sup> page**

Divisional Forest Officer,  
Berhampur Forest Division

**Memo No. 4724 01F-120/2021, Dated, Brahmapur the 13th. May'2021**

Copy forwarded to-

1. Addl. PCCF, IT &GIS, O/o the PCCF, Odisha for kind hosting in the website [www.odishaforest.in](http://www.odishaforest.in)
2. RCCF, Berhampur for kind information.
3. The District Informatics Officer, NIC, ganjam for kind hosting in the district portal [www.ganjam.nic.in](http://www.ganjam.nic.in).

Divisional Forest Officer,  
Berhampur Forest Division